



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 Fairway Drive
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INVITATION FOR BIDS

**FORGE ROAD TANK AND SAUNDERSTOWN WATER TANK
MIXING PROJECT
DEPARTMENT OF WATER SUPPLY**

ADDENDUM #1

PLEASE REVIEW THE FOLLOWING CHANGES CAREFULLY:

- All relative dates for this Invitation for Bids remain the same.
- See attached revised Bid Forms which include Alternate Bid Items.
- See attached revised Section 01150: MEASUREMENT AND PAYMENT

Thank you.

Posted: November 15, 2022

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
FORGE ROAD TANK AND SAUNDERSTOWN WATER TANK
MIXING SYSTEMS**

BID FORM

TO: Town of North Kingstown
100 Fairway Drive
North Kingstown, RI 02852
ATTN: Tim McDavitt, Purchasing/Finance

Proposal of _____ (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of _____ doing business as _____ * to the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND** (hereinafter called "**OWNER**"):

In compliance with our Advertisement for Bids, **BIDDER** hereby proposes to furnish and perform all work in accordance with the Plans, Specifications and Contract Documents, within the time set forth therein, and at the prices stated on the attached Bid Form.

In accordance with Article 6. Obligations of the Bidder, of the Information for Bidders, the **BIDDER** shall explain in detail and attach to this proposal any exceptions or deviations from the provisions contained in the Technical Specifications.

In accordance with Article 14. Insurance, of the Information for Bidders, the **BIDDER** shall provide a certificate of insurance covering all operations under this contract. The certificate of insurance meeting all conditions set forth therein shall be submitted prior to award of contract.

By submission of this bid, the **BIDDER** acknowledges to have inspected the project sites and report any irregularities and/or unusual conditions to the Owner.

By submission of this bid, the **BIDDER** certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

DATE OF SUBSTANTIAL COMPLETION: _____

BIDDER acknowledges receipt of the following **ADDENDA**:

ADDENDUM _____	DATED _____
ADDENDUM _____	DATED _____
ADDENDUM _____	DATED _____

*Insert, "A corporation, a partnership", or "an individual" as applicable.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
FORGE ROAD TANK AND SAUNDERSTOWN WATER TANK
MIXING SYSTEMS**

BID FORM

BASE BID: _____ **DATE** _____

Contractor's Name: _____

Address: _____

To: Town of North Kingstown/Finance Department.

The undersigned Contractor proposes to furnish all materials and labor to perform the scope of work outlined in Section 01010, if more work from unforeseen conditions is required, this must be discussed with the Town to come up with a time and material cost that is agreed upon by the Town and contractor. All debris is to be removed from site and be disposed in the appropriate manner. Warranty to include 100% labor and material. A North Kingstown Building Permit is required for this work.

A. BASE BID ITEMS

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Total</u>
A.1	<u>Mobilization & Demobilization</u> _____ Dollars Lump Sum	1	LS	\$ _____
A.2	<u>Installation of PAX Mixing System at Forge Road Tank</u> _____ Dollars Lump Sum	1	LS	\$ _____
A.3	<u>Installation of PAX Mixing System at Saunderstown Tank</u> _____ Dollars Lump Sum	1	LS	\$ _____

TOTAL BASE BID PRICE

_____ Dollars \$ _____
Written Amount

B. ALTERNATE BID ITEMS

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Total</u>
B.1	<u>Mobilization & Demobilization</u> _____Dollars Lump Sum	1	LS	\$ _____
B.2	<u>Installation of Alternate Mixing System at Forge Road Tank</u> _____Dollars Lump Sum	1	LS	\$ _____
B.3	<u>Installation of Alternate Mixing System at Saunderstown Tank</u> _____Dollars Lump Sum	1	LS	\$ _____

TOTAL ALTERNATE BID PRICE

_____Dollars \$ _____
Written Amount

The quantities shown above are estimates only. The town does not guarantee the amounts and advises that they could be more or less without adjustment in the unit price to be paid to the Contractor. The bid total shall be used for comparison of proposals.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of his bid, the BIDDER will execute the formal contract attached within 10 days and deliver a performance bond and a labor and material payment bond as required by the General Conditions.

Is to become the property of the OWNER in the event the contract and bonds are not executed with the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned declares: that the only person interested in this proposal as principals are named herein as such; that no official of the OWNER and no person acting for or employed by the OWNER is interested directly or indirectly in this proposal or in any contract which may be made under it, or in any expected profits to arise therefore; that this proposal is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith, and the contract drawings relating to the contract covered by this proposal and hereby makes them part of this proposal; that he has informed himself fully in regard to all conditions pertaining to the work and carefully checked his estimates of cost and from them makes this proposal.

Respectfully submitted:

Contractor (BIDDER)

RHODE ISLAND CONTRACTOR LICENSE NO: _____

SEAL-
If bid is by a Corporation

By _____
Signature & Title

Address: _____

Telephone: _____

SECTION 01150MEASUREMENT AND PAYMENTPART 1 - GENERAL1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.
- B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.
 - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.
 - 2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine the quantities of unit price work accomplished and/or completed during the work day.
 - 3. The Resident Project Representative will then prepare two "Daily Progress Reports" which shall be signed by both the Resident Project Representative and Contractor's Representative.
 - 4. Once each month the Resident Project Representative will prepare two "Monthly Progress Summation" forms from the month's accumulation of "Daily Progress Reports" which shall also be signed by both the Resident Project Representative and Contractor's Representative.
 - 5. These completed forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made. Items not appearing on both the Daily Progress Reports and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
 - 6. After the work is completed and before final payment is made there for, the Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.

1.2 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the Contract unit prices will still prevail.
- B. The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and

for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.4 OMITTED ITEMS

- A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.5 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of the Supplemental and General Conditions.
- B. Technical Specifications may include Special Payment Provisions which provide additional restrictions on partial payments.

1.6 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used, and have been delivered to the construction site or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplementary Conditions.
- B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures or other work of any kind which are not a permanent part of the Contract.

1.7 FINAL PAYMENT

- A. The Engineer will make, as soon as practicable after the entire completion of the project, a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to the provisions of the General and Supplementary Conditions.

1.8 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:

1. Dust control
2. Clean-up
3. Erosion control
4. Loam, seeding, grading, liming, fertilization, mulching and watering
5. Restoration of property, and replacement of fences, curbs, structures, sign posts, guard rails, rock wall, mail boxes, traffic loop detectors and other minor items disturbed by the construction activities
6. Project record documents
7. Materials testing
8. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
9. Temporary utility services to buildings as required to maintain service during construction
10. Quality assurance testing
11. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
12. Weather protection
13. Permits not otherwise paid for or provided by the Owner
14. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required
15. On-site and other facilities acceptable to Engineer for the storage of materials, supplies and equipment to be incorporated into the Work
16. Mobilization/demobilization
17. Preconstruction photos and videos
18. Construction administration and insurance

1.9 DESCRIPTION OF PAY ITEMS

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.
- C.

A. BASE BID ITEMS

(A.1) Mobilization & Demobilization

Mobilization and demobilization shall be paid for at the Lump Sum unit price as stated in the Bid Schedule. The amount for this item shall not exceed 5% of the subtotal of the remaining Bid Items. The lump sum contract price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including but not limited to: preparing site for construction, marking public and private utilities, mobilization of equipment, submittal and acceptance of preconstruction photographs and videos, and all incidental work associated with mobilization and demobilization. Payment amount shall be full compensation for mobilization and demobilization costs. 80 percent of the lump sum shall be paid following mobilization of equipment and the submittal and acceptance

of the Pre-Construction Photographs. 20 percent of the lump sum shall be paid following site demobilization and cleanup.

(A.2) Installation of PAX Mixing System at Forge Road Tank

Payment of the lump sum price for Item A.2 shall be full compensation for furnishing all labor, materials, tools and equipment required and for installation of a PAX mixer, electrical supply cables and conduits, control panel, electrical supply, and SCADA connection, tank cleaning, disinfection, laboratory testing and retesting, complete as indicated on the Drawings and as specified and all its' appurtenances in its entirety, except that work included for payment under other items.

(A.3) Installation of PAX Mixing System at Saunderstown Tank

Payment of the lump sum price for Item A.3 shall be full compensation for furnishing all labor, materials, tools and equipment required and for installation of a PAX mixer, electrical supply cables and conduits, control panel, electrical supply, and SCADA connection, tank cleaning, disinfection, laboratory testing and retesting, complete as indicated on the Drawings and as specified and all its' appurtenances in its entirety, except that work included for payment under other items.

i.

B. ALTERNATE BID ITEMS

(B.1) Mobilization & Demobilization

Mobilization and demobilization shall be paid for at the Lump Sum unit price as stated in the Bid Schedule. The amount for this item shall not exceed 5% of the subtotal of the remaining Bid Items. The lump sum contract price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including but not limited to: preparing site for construction, marking public and private utilities, mobilization of equipment, submittal and acceptance of preconstruction photographs and videos, and all incidental work associated with mobilization and demobilization. Payment amount shall be full compensation for mobilization and demobilization costs. 80 percent of the lump sum shall be paid following mobilization of equipment and the submittal and acceptance of the Pre-Construction Photographs. 20 percent of the lump sum shall be paid following site demobilization and cleanup.

(B.2) Installation of Alternate Mixing System at Forge Road Tank

Payment of the lump sum price for Item B.2 shall be full compensation for furnishing all labor, materials, tools and equipment required and for installation of an alternate equivalent mixer, electrical supply cables and conduits, control panel, electrical supply, and SCADA

connection, tank cleaning, disinfection, laboratory testing and retesting, complete as indicated on the Drawings and as specified and all its' appurtenances in its entirety, except that work included for payment under other items.

(B.3) Installation of Alternate Mixing System at Saunderstown Tank

Payment of the lump sum price for Item B.3 shall be full compensation for furnishing all labor, materials, tools and equipment required and for installation of an alternate equivalent mixer, electrical supply cables and conduits, control panel, electrical supply, and SCADA connection, tank cleaning, disinfection, laboratory testing and retesting, complete as indicated on the Drawings and as specified and all its' appurtenances in its entirety, except that work included for payment under other items.

END OF SECTION