

INFORMATION TO BIDDERS
WOOD-PAWCATUCK WATERSHED ASSOCIATION

1. PROJECT/BID STRUCTURE AND COORDINATION

Work under these contracts to construct river channel modifications at the Lower Shannock Falls Dam (the "site") is being completed as a project administered by the Wood-Pawcatuck Watershed Association (WPWA) with funding and technical support from a number of governmental agencies and public organizations, including American Reinvestment and Recovery Act (ARRA) economic stimulus funding.

2. MANDATORY PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the site, as indicated on the Invitation to Bid.

3. EVALUATION OF BIDS:

Basis of bid award will be to the qualified bidder submitting the lowest total contract base bid price as selected by the WPWA.

4. RECEIPT AND OPENING OF BIDS:

Sealed Proposals for the Lower Shannock Falls Dam Removal Project addressed to the Wood-Pawcatuck Watershed Association, 203B Arcadia Road, Hope Valley, RI 02832, will be received until 3:00 P.M., May 7, 2010 after which time they will be publicly opened and read at the WPWA's office. The outside of the sealed envelope shall note the Bidder's name, and be marked "**Lower Shannock Falls Dam Removal and Fish Passage.**"

5. SUBMISSION OF BIDS:

- The WPWA will determine when the specified time has arrived to open bids and no bid thereafter will be considered.
- Any bidder may withdraw its bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.
- Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.
- Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

- Any deviation from the Specifications MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL. The bidder shall indicate how the bid will deviate from Specifications.

6. QUALIFICATION OF BIDDERS:

WPWA may make such investigations, as it deems necessary to determine the qualifications and ability of the bidder to perform the Work. The bidder shall furnish WPWA with all such information and data for the purpose as may be requested.

7. ADDENDA AND INTERPRETATIONS:

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, emailed to Amy Hunt at ahunt@fando.com, or faxed to Fuss & O'Neill at (401) 861-3076. To be given consideration, questions must be received no later than 4:00 P.M. April 23, 2010. Questions shall not be submitted by phone or in person.

Any and all interpretations, and supplemental instructions which, if issued, will be posted on the WPWA website www.wpwa.org by Friday, April 30, 2010, on which date they will also be made available to view with the Bid Package at Fuss & O'Neill's Office. Failure of bidder to inspect any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Bid Package and Contract Document.

8. DELIVERY OF BIDS:

No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. Tailgate deliveries will be refused. All claims for damage in transit shall be the responsibility of the successful bidder. The WPWA will not make payment on damaged goods, they must be replaced or adjustments made at the option of the WPWA. The WPWA is only represented by the Executive Director in these matters and said director shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

- a. Bidders shall recognize and agree to Project milestone and completion dates and provisions for liquidated damages specified in the Project Manual.
 - b. Bidders must comply with all municipal, state and federal laws in conducting the project.
 - c. In accordance with Rhode Island General Law 37-13-7, contracts in excess of \$1,000.00 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting & decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8539 or 462-8541, or access on the web: www.access.gpo.gov/davisbacon/allstates.html for the State forms.
 - d. In accordance with Rhode Island General Law 37-13-14, bidders for public works/public building contracts in excess of \$5,000 shall furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond (Payment Bond), at full contract value, is required upon conditional award of the contract. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register).
 - e. In accordance with Rhode Island General Law 37-14-1, bidders shall meet the established goal of not less than ten percent [10%] of the contract bid price be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Small Disadvantaged Business shall refer to either a "minority business enterprise" or a "disability business enterprise".
9. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 REQUIREMENTS (ARRA)

The goods and services under this Agreement are being partially funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA). Information about the specific requirements is included in this Contract Manual. The Bidder shall submit the enclosed Buy American Certification as part of the bid. This certification does allow use of foreign goods under specific conditions. Contractor shall comply with ARRA requirements as included in the Contract Documents.

10. MOBILIZATION

To ensure prepared bid item prices are prepared as balanced bids, Lump Sum Bid Item No. 1 – Mobilization/Demobilization shall be limited to no more than five (5) percent of the Bidder's total lump sum bid price. Bidder's failure to prepare bids accordingly may be considered non-responsive and excluded from further consideration, at the WPWA's sole discretion. Such requirements will not be prohibit the Contractor from seeking payment for documented expenditures in excess of this amount under other bid items during project startup and mobilization.