

**CONTRACT DOCUMENTS
CITY OF NEW RICHMOND
2016 SEWER TELEVISIONING**



CITY OF NEW RICHMOND
THE CITY BEAUTIFUL

**ADVERTISEMENT FOR BIDS
2016 SEWER TELEVISIONING**

The City of New Richmond is requesting sealed bids for the 2016 season for approximately 38,000 linear feet of sewer televising. Deliverables for the project shall include the following:

- Narrated video recordings of the sewer televising, with footages shown on screen
- Written inspection report including location, depth, pipe size and pipe material that diagrams all service taps, roots, breaks, leaks and other items noted during the inspection. Relative footage shall be shown for each item. Written report shall be in electronic (.pdf) format as well as a bound hard copy.
- Inspection reports for each of the manholes including size, material, condition, and a photo. Reports shall be in electronic (.pdf) format as well as a bound hard copy.

Bids shall be submitted on the Contract Documents provided by the City of New Richmond. These documents can be obtained on the City's website at www.newrichmondwi.gov or by contacting Jeremiah Wendt at 715.246.4268. Bids shall be directed to the Director of Public Works – City of New Richmond, securely sealed and endorsed upon the outside wrapper, "Bid for 2016 Sewer Televising."

Sealed bids will be accepted until 1:45 p.m. on Wednesday, August 3, 2016 and opened at that time at the City of New Richmond, Civic Center, 156 East First Street, New Richmond, Wisconsin 54017.

The City of New Richmond reserves the right to reject any or all bids and waive any irregularities in the bids, and further reserves the right to award the contract in the best interest of the City.

Jeremiah J. Wendt, PE
Director of Public Works

ARTICLE 1 – PREPARATION OF BID

- 1.01 A copy of these Contract Documents shall be completely filled out by the Bidder for the purpose of submitting the Bid.
- 1.02 All blanks in the Contract Documents shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Contract Documents. A Bid price shall be indicated for each unit price item listed therein.
- 1.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 1.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 1.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 1.06 A Bid by an individual shall show the Bidder's name and official address.
- 1.07 A Bid by a joint venture shall be executed by each joint venture. The official address of the joint venture shall be shown.
- 1.08 All names shall be typed or printed in ink below the signatures.
- 1.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 1.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Wisconsin, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Contract Documents.

ARTICLE 2 – BASIS OF BID; EVALUATION OF BIDS

- 2.01 *Unit Price*
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Contract Documents.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth herein) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 3 – SUBMITTAL OF BID

- 3.01 A Bid shall be submitted as detailed in the Advertisement for Bids above. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

- 3.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 4 – MODIFICATION AND WITHDRAWAL OF BID

- 4.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 4.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 4.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 5 – OPENING OF BIDS

- 5.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of bids.

ARTICLE 6 – AWARD OF CONTRACT

- 6.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Contract Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 6.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 6.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 6.04 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Contract Documents or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 6.05 The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 7 – SIGNING OF AGREEMENT

7.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the fully executed Contract Documents

ARTICLE 8 – SALES AND USE TAXES

8.01 Owner is exempt from Wisconsin state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 41872). Said taxes shall not be included in the Bid.

ARTICLE 9 – BIDDER’S REPRESENTATIONS

9.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder’s safety precautions and programs.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 10 – BIDDER’S CERTIFICATION

10.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – CONTRACT TIMES

11.01 Contract Times: Dates

- A. The Work will be completed and ready for final payment on or before October 31, 2016.

11.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 11.01 above, plus any extensions thereof allowed in writing by the Owner. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 11.01.A above for Substantial Completion until the Work is completed and ready for final payment.

ARTICLE 12 – MISCELLANEOUS

12.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.04 Insurance

- A. Contractor shall be required to carry public liability insurance, naming the City of New Richmond and any subcontractors as additional insureds, in the following amounts:
 - 1. \$500,000 for one person
 - 2. \$500,000 for one accident
 - 3. \$500,000 for property damage

ARTICLE 13 – SEWER TELEVISIONING

13.01 Sewer Televising Deliverables shall include the following:

- A. Narrated color video recordings of the sewer televising, with footages shown on screen.
- B. Written inspection report including location, depth, pipe size and pipe material that diagrams all service taps, roots, breaks, leaks and other items noted during the inspection. Relative footage shall be shown for each item. Written report shall be in electronic (.pdf) format as well as a bound hard copy.
- C. Inspection reports for each of the manholes including size, material, condition, and a photo. Reports shall be in electronic (.pdf) format as well as a bound hard copy.

ARTICLE 12 – BASIS OF BID

12.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Televising Sanitary Sewer	LF	38,461	\$ _____	\$ _____
Inspect Sanitary Manhole	Each	130	\$ _____	\$ _____

TOTAL BID PRICE _____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____
Title: _____

By: _____
Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____
Title: _____

Attest: _____
Title: _____

Address for Giving Notices:

Address for Giving Notices:

156 E 1st St

New Richmond, WI 54017

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

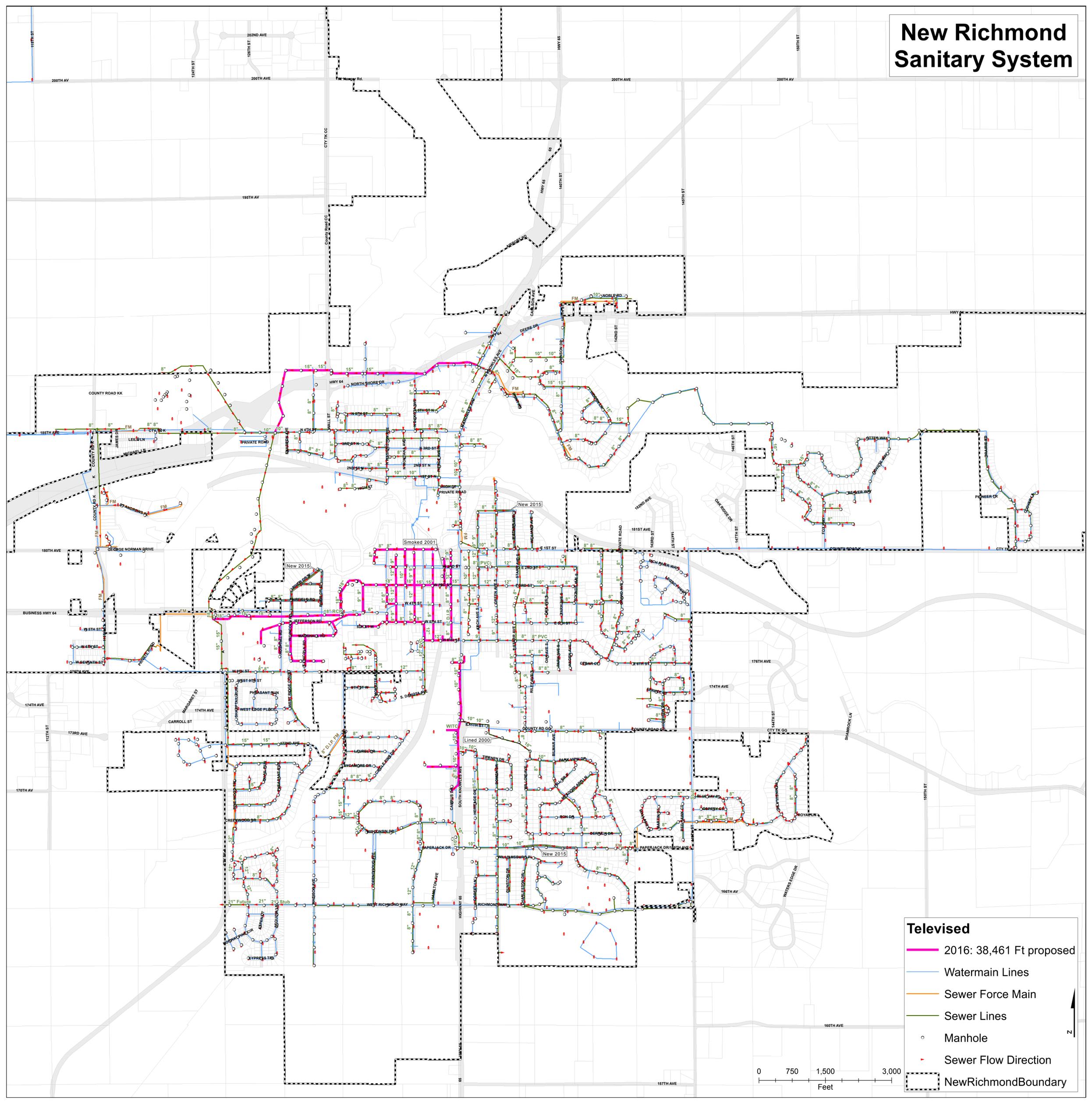
Designated Representative:

Designated Representative:

Name: Jeremiah J. Wendt, PE
Title: Director of Public Works
Address: 156 E 1st St
New Richmond, WI 54017
Phone: 715-243-0439
Facsimile: 715-246-7129

Name: _____
Title: _____
Address _____
Phone: _____
Facsimile: _____

New Richmond Sanitary System



Televised

- 2016: 38,461 Ft proposed
- Watermain Lines
- Sewer Force Main
- Sewer Lines
- Manhole
- Sewer Flow Direction
- NewRichmondBoundary

