



AGENDA

PRE-BID CONFERENCE
for
URBANA SANITARY SEWER IMPROVEMENTS
JWSC PROJECT NO. 319
June 16, 2015 10:00 AM

OWNER: Brunswick-Glynn County Joint Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, GA 31520

ENGINEER: Stantec Consulting Services, Inc.
6055 Lakeside Commons Drive, Suite 100
Macon, GA 31210

OWNER'S REPRESENTATIVE: Steve Swan, JWSC Executive Director
W. Todd Kline, P.E., JWSC Senior Engineer
Elizabeth Burns, JWSC Admin Assistant
Harry Patel, JWSC Assistant Engineer
Kirk Young, JWSC SP&M Superintendent

ENGINEER'S REPRESENTATIVE: Steven Belcher, Stantec Consulting

SCOPE: The work of this contract includes the construction of sanitary sewer improvements in the Urbana area of the City of Brunswick. More specifically the project includes, but is not limited to, mobilization; traffic control; furnishing and installing approximately 4,263 LF of 15-inch, 898 LF of 10-inch, and 2,639 LF of 8-inch SDR 26 PVC gravity sewer mains with associated sewer service wyes; 340 LF of 6-inch and 4,744 LF of 4-inch SDR 35 PVC service laterals with associated clean outs; 43 precast concrete manholes with ring and covers; demolition and removal of LS 4019; removal and replacement of

asphalt pavements, concrete driveways and sidewalks, and concrete curb and gutters; erosion and sediment controls; connections to the existing system; testing; and complete surface restoration.

BID DUE:	<u>July 9, 2015, 3:00 PM Local Time</u>
BID OPENING:	<u>July 9, 2015, 3:00 PM Local Time</u>
COMPLETION TIME:	<u>270 days from Notice To Proceed</u>
BID BOND:	<u>5% of Bid Amount</u>
PERFORMANCE BOND:	<u>100% of Bid Amount</u>
PAYMENT BOND:	<u>100% of Bid Amount</u>

AGENDA

1.0 Intent

It is intended that the Instructions to Bidders, General Conditions, Construction Plans and Technical Specifications shall define and describe the complete work to which they relate. Requests for clarification during the bidding period must be submitted in writing or e-mailed to the Contract Project Representative identified in Paragraph 2.0 of the General Conditions on or before **5:00 p.m. local time June 25, 2015**. Requests for clarification received after this date will not be considered. Responses to requests for clarification will be issued by addendum to all qualified bidders (see *paragraph 3 below*) and will also be posted on the JWSC website (www.bgjwsc.org).

2.0 Work to be Done

The work of this contract includes the construction of sanitary sewer improvements in the Urbana area of the City of Brunswick. More specifically the project includes, but is not limited to, mobilization; traffic control; furnishing and installing approximately 4,263 LF of 15-inch, 898 LF of 10-inch, and 2,639 LF of 8- inch SDR 26 PVC gravity sewer mains with associated sewer service wyes; 340 LF of 6-inch and 4,744 LF of 4-inch SDR 35 PVC service laterals with associated clean outs; 43 precast concrete manholes with ring and covers; demolition and removal of LS 4019; removal and replacement of asphalt pavements, concrete driveways and sidewalks, and concrete curb and gutters; erosion and sediment controls; connections to the existing system; testing; and complete surface restoration.

3.0 Site Examination

The Bidder is **encouraged** to examine the location of the work and inform himself fully as to the conditions present at the site. LS 4019 is secured; therefore site visits must be coordinated through the JWSC Planning and Construction Division at (912)

261-7126, attention Elizabeth Burns, at least 24 hours in advance. A **mandatory pre-bid meeting** will be held in the JWSC main conference room, 700 Gloucester Street, Suite 300, Brunswick, Georgia 31520 on **June 16, 2015, at 10:00 a.m. local time** followed by a site visit for anyone interested in attending.

4.0 Bid and Contract Security

A bid guarantee in an amount not less than five percent (5%) of the amount bid must accompany each bid. Acceptable forms of bid guarantees are: a bid bond, certified check or cashier's check made payable to the Brunswick-Glynn County Joint Water and Sewer Commission. The JWSC will return bid guarantees, other than bid bonds, to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. If for any reason whatsoever the successful Bidder withdraws from the competition after opening the bids, or refuses to execute the Contract, the Owner will proceed on the Bid Bond or deposit the certified check or cashier's check as damages for the Bidder's failure to enter into a contract for the work. Performance and Payment bonds, each in an amount equal to one hundred percent (100%) of the contract amount will be required of the successful Bidder.

The Surety of the Bid Bond, Performance Bond, and Payment Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of one hundred percent (100%) of the bid amount. The Bonds and Surety shall be subject to approval by the JWSC legal counsel.

Attorneys-in-fact who sign and seal Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

5.0 Determination of Successful Bidder

The contract, if awarded, will be awarded to the lowest responsive, responsible Bidder. The determination of the Bidder's **responsibility** will be made by the JWSC based on whether the Bidder:

- Maintains a permanent place of business,
- Has the appropriate technical experience,
- Has adequate plant and equipment to do the work properly and expeditiously,
- Has suitable financial means to meet obligations incidental to this work, and
- Is appropriately licensed for the described work in the State of Georgia
- Submitted the E-Verify Affidavits and Agreements with bid.

The Bidder shall furnish, to the JWSC, all such information and data for this purpose as the JWSC may request. The JWSC reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the JWSC that he is properly qualified to carry out the obligations of the Contract.

The determination of **responsiveness** will be made by the JWSC based on a consideration of whether the Bidder has submitted a complete Bid Form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form.

6.0 Bid Alternates

Bidders are required to review and respond to all bid alternates, if any, as outlined on the Bid Form.

7.0 Contract Time

Contract time shall consist of two hundred seventy (270) consecutive calendar days for the completion of work, to be computed from the date of the Notice to Proceed. Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **Two Thousand Dollars (\$2,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein.

8.0 Bid Form

Bids shall be submitted on the Bid Form included. Bids shall be based upon unit or lump sum prices as indicated by the Bid Form. Where errors or omissions result in discrepancies in proposal totals, prices per unit as submitted will be binding. Final payment will be based upon completion and acceptance of the work by the JWSC.

9.0 Submission of Bids

Bidder shall submit **an original and three (3) copies** of its Bid in an opaque sealed envelope at the time and place indicated in the Invitation. On the outside of the envelope containing the Bid shall be noted the following:

**"Sealed Bid – Urbana Sanitary Sewer Improvements"
JWSC PROJECT NO. 319**

The outside of the envelope shall also bear the name, address and Utility Contractor's License Number of the Bidder.

All blanks in the Bid Form must be completed and written or printed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary of the corporation. The corporate address and state of incorporation must be shown on the Bid Form.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown on the Bid Form.

The address, telephone number, facsimile number and email address for communications regarding the Bid must be shown on the Bid Form.

All names and titles must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, if any. The numbers of each Addendum must be filled in on the Bid Form.

The ***Oath, Bid Bond, Representation, Legal and Character Qualifications, Affidavit, and E-Verify Affidavit and*** forms in this IFB shall be submitted with the Bid, and be executed in proper form.

IN ACCORDANCE WITH O.C.G.A. § 13-10-91, NO PROPOSAL FOR THE PHYSICAL PERFORMANCE OF SERVICES WILL BE CONSIDERED UNLESS THE BID INCLUDES A SIGNED, NOTARIZED E-VERIFY AFFIDAVIT AS SET FORTH HEREIN.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the IFB, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Project and furnishing of the Work.

Meeting Notes

- Substitute or "Or Equivalent" Items: The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer at least fifteen days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective

Bidders. Bidders shall not rely upon approvals made in any other manner. This paragraph will only apply to major materials and equipment listed in the Proposal.

- All contractors that bid on this project must be a Georgia Licensed Utility Contractor with a valid utility contractor license number. During the course of construction, the contractor shall have a superintendent on the site at all times during performances of the work. Contractor must execute an oath of non-collusion verifying compliance with O.C.G.A. § 36-91-21(e) and submit the executed oath with the proposal.
- Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from the JWSC. Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner(s) nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The Owner and Stantec, in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by Owners of such Underground Facilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. All bids submitted must include GA Utilities Contractor License Number on outside of envelope. Bids which fail to show GA Utilities Contractor License Number on outside of envelope will not be accepted.
- Bids will be opened 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. All bids will remain subject to acceptance for sixty days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.
- The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner(s) reserves the right to reject the Bid of any Bidder if the Owner(s) believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner(s). Discrepancies in 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.
- In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- The Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The Owner(s) also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- The Owner may conduct such investigations as the Owner(s) deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner(s) satisfaction within the prescribed time.
- If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Project.
- If the Contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.
- When the Owner(s) gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other written Contract Documents attached. Within ten days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner with the required Bonds and Powers of Attorney.
- A construction schedule shall be submitted to the Engineer for review before construction can commence.
- Traffic control is the responsibility of the Contractor. A traffic control plan must be approved prior to construction.