

Commonwealth Utilities Corporation
Office of the Executive Director

INVITATION FOR BIDS
CUC-IFB-15-009

A-16 LIFT STATION REHABILITATION PROJECT

ADDENDUM NO. 1

Dated: January 13, 2015

The Commonwealth Utilities Corporation (CUC) is hereby notifying all prospective bidders of the following amendment to CUC-IFB-15-009:

➤ **Bid Submittal Deadline:**

The bid submittal deadline has been revised from 10:00 AM (ChST) on January 29, 2015 to 10:00 AM (ChST) on February 5, 2015.

One (1) original and Five (5) hard copies of the bid must be submitted in a sealed envelope marked "CUC-IFB-14-010, San Antonio and Garapan Sewerline Replacement Project", to the CUC Procurement & Supply Office, 3rd Floor, Room No. 3, Joeten Dandan Commercial Building, P.O. Box 501220, Saipan, MP 96950, no later than **10:00 AM (ChST) on February 5, 2015**, at which time they will be publicly opened and read aloud. Bids mailed via postal or courier service must be received on or before due date and time. Bid shall be submitted on the provided Bid Forms. Bidders are required to complete all Bid Forms. Bidders may supplement this form as appropriate. Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. Late submissions and conditional bids will not be considered.

Amended documents include:

- a. Instruction to Bidders

➤ **Scope of Work:**

1. Removal of ladder rungs in sewer manhole (Sa)
2. Install temporary bypass pipe below grade instead of above grade to ensure public safety.

Amended documents include:

- a. Bid Schedule
- b. Section 01 22 00: Measurement and Payment
- c. Construction Plan Sheet C-3

All other terms and conditions in the Scope of Work, shall remain unchanged and in full force.


ALAN FLETCHER
Executive Director

INSTRUCTIONS TO BIDDERS**1. RECEIPT AND OPENING OF BIDS:**

Sealed bids for **A16 Lift Station Rehabilitation Project** will be received at the CUC Procurement & Supply Office, 3rd Floor, Room No. 4, Joeten Dandan Commercial Building, Dandan, **until 10:00 a.m., local time, February 5, 2015**, at which time the bid will be publicly opened and announced.

Bids shall be made on the forms furnished by the Commonwealth Utilities Corporation (CUC) and shall be enclosed in a sealed envelope addressed to the Division Manager, Procurement & Supply Office, Commonwealth Utilities Corporation, P.O. Box 501220, Saipan, MP 96950 and endorsed with the name of the bidder and the title: A16 Lift Station Rehabilitation Project.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the forms of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION:

The Contractor shall complete the contract no later than **270 calendar days**. In the event of failure to complete the work within the time specified, liquidated damages will be assessed, as stated in the General Provisions of the Contract, at the rate of **\$350.00** for each and every calendar day that the work is delayed beyond the specified completion date.

3. PLANS AND SPECIFICATIONS:

Complete set of the Bidding Documents in an electronic disc format may be obtained from the CUC-Procurement Office. Electronic disc copy of the bid documents may be obtained by payment of \$200.00 for each disc to the CUC Cashier at the Customer Service.

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

4. PREPARATION OF PROPOSAL:

The bidder must submit his proposal on the forms furnished by the Commonwealth Utilities Corporation. All blank spaces in the Proposal Forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (both written in ink or typewritten is acceptable in words and numerals for which he proposed to do each item of work contemplated or furnish each item of the materials required.) In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. A conditional or qualified bid will not be accepted. All erasures or other changes in the proposal must be initialed in ink by the person signing the Bid Form.

The bidder shall sign his proposal in the blank space provided thereof.

- a) 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.
- b) 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.
- c) 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.
 - d) A Bid by an individual shall show the Bidder's name and official address.
 - e) A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

All names shall be printed in ink below the signatures.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

5. BID GUARANTEE:

A. Bid Security:

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed), certified check or cashier's check, made payable to the Commonwealth Utilities Corporation. A surety company shall hold the certificate of authority from the U.S. Secretary of the Treasury as an acceptable surety or other surety acceptable to the Attorney General.

Attorneys-in Fact who sign bid bonds or payment bonds and performance bonds shall file with each bond a certified and effective dated copy of their Power of Attorney. Such bid bond or check shall serve to guarantee; (a) that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids; (b) that if his bid is accepted, he will enter into a formal contract with the Commonwealth Utilities Corporation in accordance with the contract for Construction included as part of the Contract Documents, and that the required Performance and Payment Bonds will be given;

- B. Rejection of Bid. Failure to furnish bid security when required by the invitation shall result in rejection of the bid as non-responsive;
- C. In the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bonds within fifteen (15) days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Government for the full amount of the bid guarantee as representing the damage to the Government on account of the default of the bidder in any particular case hereof;
- D. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract payment and performance security and insurances within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults;
- E. The bid guarantee shall be returned to all except the three lowest bidders within three (3) days after the formal opening of bids. The remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after the Government and the accepted Bidder

have executed an Intent to Award the contract and the executed Performance and Payment Bonds have been approved by the Government. Guarantee Bonds shall be executed by a surety company holding a certificate of authority from the United States Secretary of Treasury (See List A) or from a company acceptable to the Commonwealth Government and the U.S. Department of Commerce.

LIST A

The following list as extracted from U.S. Treasury Department Circular 570 comprises those insurers authorized by the United States Treasury to act as Surety for any bid, and/or performance and payment bonds.

1. The Aetna Casualty and Surety Company, Hartford, Conn.
2. Aetna Insurance Company, Hartford, Conn.
3. American Continental Insurance Company, Morristown, N.J.
4. American Economy Insurance Company, Indianapolis, Ind.
5. American Home Assurance Company, New York, N.Y.
6. The American Insurance Company, San Francisco, CA
7. Balboa Insurance Company, Newport Beach, CA
8. The Continental Insurance Company, New York, N.Y.
9. Federal Insurance Company, Short Hills, N.Y.
10. Firemen's Fund Insurance Company, San Francisco, CA
11. First Insurance Company of Hawaii, Ltd., Honolulu, HI
12. General Insurance Company of America, Seattle, WA
13. Hartford Fire Insurance Company, Hartford, Conn.
14. The Home Insurance Company, New York, N.Y.
15. INA Underwriters Insurance Company, Philadelphia, PA
16. Indemnity Insurance Company of North America, Philadelphia, PA
17. Industrial Indemnity Company, San Francisco, CA
18. Insurance Company of North America, Philadelphia, PA
19. National Union Fire Insurance Company of Pittsburgh, PA, New York
20. New Hampshire Insurance Company Manchester, N.H.
21. The Northern Assurance Company of America, Boston, Mass.
22. Old Republic Insurance Company, Greenburg, PA

23. The Omaha Indemnity Company, Omaha, Nebraska
24. Pacific Employers Insurance Company, Greenburg, PA
25. Planet Insurance Company, Philadelphia, PA
26. Royal Indemnity Company, New York, N.Y.
27. Seaboard Surety Company, New York, N.Y.
28. St. Paul Fire and Marine Insurance Company, St. Paul, Minn.
29. The Travelers Indemnity Company, Hartford, Conn.

A Surety Company must be licensed in the State or other area in which it executes (signs) the bond, but need not be licensed in the state or other area where the principal resides or where the contract is performed. The term "other area" includes the Canal Zone, District of Columbia, Guam, Puerto Rico and the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

6. LATE BIDS, MODIFICATION AND WITHDRAWAL OF BID:

- a. Bids and modifications or withdrawals thereof received at the office designated in the Invitation To Bids after the exact time set for opening of bids will not be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, or by telegraph if authorized, and it is determined by the Government that the late receipt was due solely to delay in the mails, or delay by the telegraph company, for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized), it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation: Provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it.
- b. Bidders using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.
- c. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the equivalent Chamorro Standard Time of the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper on the Receipt For Certified mail unless the bidder furnishes evidence for the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt For Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes that the business day of that station ended at an earlier time in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the receipt for Certified Mail showing receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the post mark on the original Receipt For Certified mail does not show a date, the bid shall not be considered.
- d. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening bids.
- e. 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.

- f. A low bidder may not be permitted to correct a bid mistake resulting from an error in judgment
- g. Correction of bids shall only be permitted when;
 - i.) An obvious clerical mistake is clearly evident. Examples of such mistakes are errors in addition or the obvious misplacement of a decimal point.
 - ii.) Withdrawal of Bids shall only be permitted where the otherwise low bidder alleges a mistake and there is clear and convincing evidence as to the existence of a mistake.

7. NON-COLLUSION AFFIDAVIT:

Each person submitting a bid for any portion of the work covered by the bidding documents shall execute an affidavit, in the form provided with the proposal to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

8. RIGHT TO ACCEPT AND REJECT BIDS:

The Commonwealth of the Northern Mariana Islands reserve the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will, under all circumstances best serve the Government's interests. The CNMI may also reject any bids from companies in which the Government is not satisfied that they are properly qualified to carry out the obligations of the contract and the work described therein. In the event that the successful bidder fails to execute the contract upon his part or to furnish satisfactory surety upon the bond, the Government, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he were the originally successful bidder.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.

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.

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 Bid Form or prior to the Notice of Award.

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

9. BASIS OF BID; COMPARISON OF BID

Unit Price

- a. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- b. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- 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.

10. CONTRACT SECURITY:

The successful bidder shall be required to furnish 100% of the contract price for payment bond and 100% of the contract price for performance bond.

11. STATUTORY REQUIREMENTS:

The Contractor and subcontractors employed in the completion of the project shall comply with all applicable and Federal, State, and local laws, and in particular the following Federal Laws, Executive Orders, and regulations issued thereunder:

- a. The Contract Work Hours Standards Act, as amended (40 USC 327-332);
- b. The Copeland "Anti-Kickback" Act, as amended (40 USC 276(c); (18 USC 874);
- c. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-4) and Executive Orders 11246 and 11375, as amended, and specifically to the following:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 2. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.
 3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or natural origin.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order No. 11246 September 24, 1965, and by the rules, regulation, and orders of the Secretary of Labor, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. Each Contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on the Standard Form 100) annually on March 31.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed (and remedies) involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the provisions or paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
12. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE:
- A. Subsurface and Physical Conditions shall be made available for:
 - i.) Those reports, if any, known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site;
 - ii.) Those drawings, if any, known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - B. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - C. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
 - D. It is the responsibility of each Bidder before submitting a Bid to:
 - i.) examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - ii.) visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - iii.) become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - iv.) carefully study all: (1) reports of explorations and tests of subsurface conditions at or

- contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified;
- v.) consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - vi.) agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - vii.) become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - viii.) promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - ix.) determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - x.) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Bid, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

13. QUESTIONS AND INTERPRETATION:

The documents forming the contract are complementary and what is called for by one shall be as binding as if it were called by all. They are intended to include all detail of labor and material reasonably necessary for the proper execution of the work.

Submit all questions concerning the drawings and specifications to the Contracting Officer in writing. Replies will be issued to all bidders of record as addenda to the drawings and specifications and will become part of the contract. The Contracting Officer and Owner will not be responsible for oral interpretations. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

Questions received ten (10) days after pre-bid conference may not be answered. Questions received less than forty-eight (48) hours before the bid opening will not be answered.

14. NON-DISCRIMINATORY IN EMPLOYMENT:

Contractors for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 (September 24, 1965).

Bidders must, if requested, submit a compliance report concerning their employment practices and

policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information on the effect that said labor pools practices and policies are in conformity with Executive Order No. 11246 (September 24, 1965) and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

Pursuant to Executive Order No. 11246 as amended, on Equal Employment Opportunity, a prime contractor and subcontractor who signs a contract on a federally-assisted construction project are required under certain conditions to present written Affirmative Action Programs. At pre-construction conferences, the successful bidder and his known principal subcontractors shall be required to present and discuss the approach to be taken by the successful bidder and subcontractors to implement the requirement of affirmative action for equal employment and training in accordance with Executive Order No. 11246, as amended.

15. ACCESS TO WORK:

The Contractor shall provide access to the work at all times to the Contracting Officer and their representatives whenever the work is in preparation or progress, and shall provide proper facilities for such access and inspection.

16. QUALIFICATION OF BIDDERS AND RESPONSIBILITY DETERMINATION:

- A. To demonstrate Bidder is responsible and qualified to perform the Work within the performance period, within 7 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- a. CNMI Business license.
 - b. Most recent Audited Financial Statement.
 - c. A listing of employees with corresponding job titles and certification of good standing from the Department of Labor and Immigration (CNMI and Federal).
 - d. Statement of experience.
 - e. Listing of current projects, project value and percent complete.
 - f. List of all equipment owned or leased applicable to the project.

A bidder's failure to provide the information may be grounds for a determination of non-responsibility. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

- B. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute.

If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

- C. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

17. SUBSTITUTE AND "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

18. DISQUALIFICATION OF BIDDERS:

The Government reserves the right to disqualify a bidder for any of the following reasons:

- a. Lack of competency upon investigation and determination by the Contracting Officer.
- b. Uncompleted work on other projects currently under construction and/or work significantly behind schedule, which in the judgment of the Government might hinder or prevent the prompt completion of additional work if awarded.
- c. Unacceptable and poor performance on previous CUC projects.
- d. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids.
- e. Default under previous contracts.
- f. More than one bid for the same work from a bidder under the same or different name.
- g. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Government until such participant shall have been reinstated as a qualified bidder.
- h. Otherwise not responsible.

19. ATTACHMENTS TO BID

- a. Proposal
- b. Bid form
- c. Bid Schedule
- d. Bid Bond
- e. List of Proposed Subcontractors
- f. List of Proposed Suppliers
- g. List of Project References
- h. Non Collusion
- i. Equal Employment Opportunity
- j. Non Segregated Facilities
- k. Business Assurance of Compliance with Title 49 CFR
- l. Business License

*** END OF INSTRUCTIONS TO BIDDERS ***

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 GENERAL

- A. Units of measurement shall be in accordance with U.S. Standard Measures.

1.2 BID SCHEDULE

- A. The Bid Schedule shall be used for determining progress pay estimates.

1.3 MEASUREMENT AND PAYMENT ITEMS

- A. The measurement and payment shall be based on the following. Payments shall be inclusive of all costs associated with permitting and compliance with relevant CNMI and federal laws and regulations pertaining to the work described.

1. Mobilization/Demobilization: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, tools and equipment, transportation and all other items required to mobilized to the site and demobilize from the site, including permits fees, bonding costs and final clean-up, and shall not exceed 5% of the total bid amount.
2. Wastewater Temporary By-Pass Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for installation and monitoring of bypass piping and temporary modifications to manholes and piping, pumping of wastewater during construction, including plugs, pipes and fittings, all materials, labor, tools, equipment, and all other items needed for complete and functional bypass pumping system.
3. Existing Sewer Manhole Sa and Sb Rehabilitation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for cleaning interior surface using high pressure washer, application of protective coating, watertight resealing of pipe to manhole connection, removal of ladder rungs in sewer manhole Sa, including all materials, labor, tools, equipment, and all other items needed for complete manhole rehabilitation.
4. Wet Well Wall, Floor and Cover Concrete Re-Construction: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for demolition of existing wet well concrete cover, disposal of all demolished materials, cleaning of existing concrete wall and floor to remove all loose material and corrosion, construction of new concrete wet well wall, floor and cover including formwork, reinforcing bars, bonding agents, concrete and concrete testing, application of protective coating on all interior surfaces, watertight sealing of pipe to wetwell connection, installation of new aluminum cover hatch, installation of 4-inch PVC vent, including all materials, labor, tools, equipment, and all other items needed for a complete and operational installation.
5. A16 Wet Well Pumps, Pipes and Fittings, Liquid Level Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal and disposal of existing pumps and discharge pipes and fittings, installation of new pumps, pipes and fittings up to the valve vault, installation of liquid level transmitter, including all materials, (with exception of materials provided by CUC as listed), labor, tools, equipment, and all other items needed for a complete and operational system.

6. Valve Vault: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal and disposal of all existing piping and valves in the vault and installation of new check valves and plug valves, pipes and fittings, installation of new air release valve, core drill and installation of stainless steel bypass pumping port with check valve, plug valve and camlock, cleaning of concrete interior surface using high pressure washer and removal of water, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
7. Control Panel and Variable Frequency Drive and Conduit Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal of the existing control panel outside the generator building, removal and replacement of all conduit from pumps to new panel, installation of new control panel and VFD inside the generator building, including all required materials, (with exception of materials provided by CUC as listed), labor, tools and equipment, and all other items needed for a complete and operational system.
8. Flowmeter Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for installation of new flowmeter device inside flowmeter vault, installation of flowmeter converter and display panel inside generator building, cleaning of concrete interior surface, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
9. Junction Box: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for removal and disposal of existing junction box, installation of new concrete pedestal including excavation, backfilling, compaction, foundation, concrete blocks, reinforcing bars, painting, installation of wall mounted pump disconnect switch and level transmitter junction box, installation of all new conduits and connection to new control panel, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
10. Installation of New Aluminum Doors and Frames at the Generator Building: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal of existing and disposal of entrance door and frame, installation of new aluminum doors, frames and hardware, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
11. Bar Screen: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for pumping, cleaning and concrete resurfacing of bar screen floor, wall and ceiling, application of protective coating on all interior concrete surfaces, installation of new coarse bar screen and drain plate, repair of existing bar screen slide gates, re-grouting all pipe through concrete penetrations, installation of new aluminum cover hatch, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
12. Installation of New Fence and Service Gate: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal and disposal of existing fence, installation of new fence and service gate, including all materials, labor, tools and equipment, and all other items needed for a complete and operational connection.
13. Generator Building: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for cleaning and surface preparation of all interior and exterior walls and ceiling for painting work, restore existing lift station name with the same lettering size and font, repair cracked concrete pad around generator, replace steel window frame stiffener with aluminum, installation of roof vent on the existing roof opening, including all materials, labor, tools and equipment, and all other items needed for a complete and operational connection.

14. Electrical Work: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for replacement of all interior and exterior lights with LED, replace all interior electrical outlets, removal of existing thermostat switch, junction box and conduit as shown in the plan, remove and replace existing main circuit breaker, remove and replace existing meter socket with new meter socket with test switch, including all materials, labor, tools and equipment, and all other items needed for a complete and operational connection.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

**BID SCHEDULE
A16 LIFT STATION REHABILITATION PROJECT, SAIPAN, CNMI**

Bidders Please Note: Before preparing the Bid, carefully read the **“Invitation for Bids”, “Notice to Bidders”, “Instruction to Bidders” and “Measurement and Payment”**.

The Bidders shall insert a unit bid price opposite each pay item for which an estimated quantity appears in the Bid Schedule, except in the case of alternate items or where a contingent amount is shown in the Bid Schedule. A unit bid price is not to be tendered nor entered for any pay item name for which no estimated quantity appears in the Bid Schedule. Whenever a contingent amount is shown for any item in the Bid Schedule, such amount shall govern and be included in the bid total.

BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum. Award will be based on the lump sum cost of the base bid, additive bids that can be constructed with the available funding.

Unit Prices have been computed in accordance with the General Conditions. 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 completely installed, determined as provided in the Contract Documents.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Qty	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization	1	LS		
2	Wastewater Temporary By-Pass Installation	1	LS		
3	Existing Sewer Manhole Rehabilitation (Sa and Sb)	1	LS		
4	Wet Well Concrete Re-Construction	1	LS		
5	Wet Well Pumps, Pipes, Fittings and Liquid Level Installation	1	LS		
6	Valve Vault	1	LS		
7	Control Panel and Variable Frequency Drive and Conduit Installation	1	LS		
8	Flowmeter Installation	1	LS		
9	Junction Box	1	LS		
10	Installation of New Aluminum Doors and Frames at the Generator Building	1	LS		
11	Bar Screen	1	LS		
12	Installation of New Fence with Service Gate	1	LS		
13	Generator Building Rehabilitation	1	LS		
14	Electrical Work	1	LS		
Total Bid (Including Tax):					\$
Total Bid in Writing:					

Note: All other items of work not quantified and not listed in the Base Bid Schedule are considered incidental work and shall be a subsidiary obligation of the Contractor under the various contract items that are called for in the individual technical sections of the specifications.

The measurement and payment shall be based on the following. Payments shall be inclusive of all costs associated with permitting and compliance with relevant CNMI and federal laws and regulations pertaining to the work described.

1. Mobilization/Demobilization: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, tools and equipment, transportation and all other items required to mobilized to the site and demobilize from the site, including permits fees, bonding costs and final clean-up, and shall not exceed 5% of the total bid amount.
2. Wastewater Temporary By-Pass Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for installation and monitoring of bypass piping and temporary modifications to manholes and piping, pumping of wastewater during construction, including plugs, pipes and fittings, all materials, labor, tools, equipment, and all other items needed for complete and functional bypass pumping system.
3. Existing Sewer Manhole Sa and Sb Rehabilitation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for cleaning interior surface using high pressure washer, application of protective coating, watertight resealing of pipe to manhole connection, removal of ladder rungs in sewer manhole Sa, including all materials, labor, tools, equipment, and all other items needed for complete manhole rehabilitation.
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6. Valve Vault: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal and disposal of all existing piping and valves in the vault and installation of new check valves and plug valves, pipes and fittings, installation of new air release valve, core drill and installation of stainless steel bypass pumping port with check valve, plug valve and camlock, cleaning of concrete interior surface using high pressure washer and removal of water, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
7. Control Panel and Variable Frequency Drive and Conduit Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for removal of the existing control panel outside the generator building, removal and replacement of all conduit from pumps to new panel, installation of new control panel and VFD inside the generator building, including all required materials, (with exception of materials provided by CUC as listed), labor, tools and equipment, and all other items needed for a complete and operational system.

8. Flowmeter Installation: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for installation of new flowmeter device inside flowmeter vault, installation of flowmeter converter and display panel inside generator building, cleaning of concrete interior surface, including all materials, labor, tools and equipment, and all other items needed for a complete and operational system.
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13. Generator Building: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for cleaning and surface preparation of all interior and exterior walls and ceiling for painting work, restore existing lift station name with the same lettering size and font, repair cracked concrete pad around generator, replace steel window frame stiffener with aluminum, installation of roof vent on the existing roof opening, including all materials, labor, tools and equipment, and all other items needed for a complete and operational connection.
14. Electrical Work: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for replacement of all interior and exterior lights with LED, replace all interior electrical outlets, removal of existing thermostat switch, junction box and conduit as shown in the plan, remove and replace existing main circuit breaker, remove and replace existing meter socket with new meter socket with test switch, including all materials, labor, tools and equipment, and all other items needed for a complete and operational connection.

Receipt of the following Addenda is acknowledged:

Respectfully submitted: *(follow Instruction to Bidder, Preparation of Proposal, for a Corporation, Partnership, etc.)*

Signature _____

Title _____

License Number _____

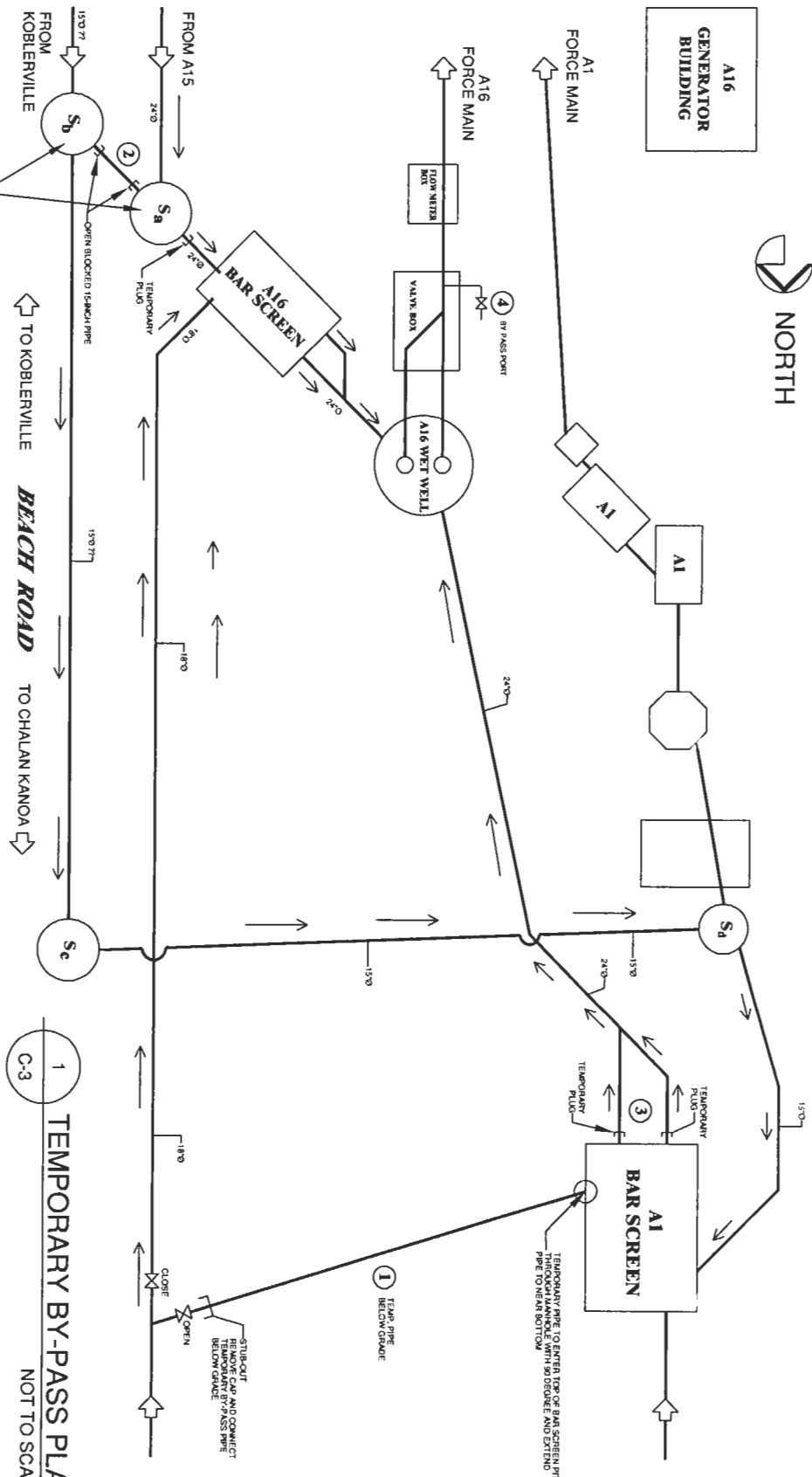
Date _____

Date License Expires _____

(SEAL - If bid is by Corporation)

The statements made herein are made under penalty of perjury.

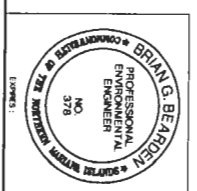
ATTEST: _____



- TEMPORARY BY-PASS PROCEDURE:
1. INSTALL TEMPORARY PIPE BELOW GROUND FROM THE STUB-OUT ALONG 18-INCH FORCE MAIN TO A1 BARSCREEN AND CLOSE EXISTING GATE VALVE TO DIVERT WASTEWATER FLOW FROM A2 LIFT STATION.
 2. OPEN EXISTING GATE VALVE AT 15-INCH SEWERLINE BETWEEN SEWER MANHOLE S8 AND S9. PLUG THE 24-INCH LINE FROM SEWER MANHOLE S8 DIVERTING WASTEWATER FROM A-15 TO FLOW THROUGH THE 15-INCH SEWERLINE TO SEWER MANHOLE S9.
 3. CHIP EXISTING GROUT BENCH TO PROVIDE NEW FLOW CHANNEL FROM UNBLOCKED 15-INCH LINE. APPLY CEMENT GROUT TO SMOOTH CHANNEL.
 4. TEMPORARY PLUG THE EXISTING 24-INCH PIPES FROM A1 BARSCREEN.
 5. COMPLETE ALL REHABILITATION WORK IN A16 VALVE VAULT INCLUDING THE INSTALLATION OF BY-PASS PUMPING PORT.
 6. INSTALL TEMPORARY BY-PASS PIPE FROM A1 WETWELL TO A16 BY-PASS PUMPING PORT.

(E) MANHOLE, OPEN BLOCKED 15-INCH PIPE AND INSTALL NEW FLOW CHANNEL. REMOVE LADDER RUNG IN SEWERMANHOLE S8

1 TEMPORARY BY-PASS PLAN
NOT TO SCALE



COMMONWEALTH UTILITIES CORPORATION SUNBURN		PROJECT TITLE A-16 LIFT STATION REHABILITATION PROJECT	
DATE	DATE	SCALE	DATE
01.23.2011	01.23.2011	C-3	01.23.2011
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		DATE: [Date]	
PROJECT NO: [Number]		SCALE: AS SHOWN	
PROJECT NAME: [Name]		DATE: 01.23.2011	
PROJECT LOCATION: [Location]		DRAWN BY: [Name]	
PROJECT DESCRIPTION: [Description]		CHECKED BY: [Name]	
PROJECT STATUS: [Status]		DATE: [Date]	