



**CITY OF WOONSOCKET**

**MANVILLE ROAD PUMP STATION IMPROVEMENTS  
BID# 6143**

**BID OPENING THURSDAY, JUNE 15, 2023, AT 2:00PM**

**ADDENDUM NO. 1**

**Effective Date June 9, 2023**

**To All Prospective Bidders:**

A) Correct a typo of the bid# in the header section of the solicitation.  
Correct it from #6144 to #6143.

B) Remove from the contract document, pages 248 & 249 (Section 00 73  
73.13 State Statutes and Regulations, Attachment 8, "BABA (Build American,  
Buy American) Act Contract Language. Attachment 8 is not applicable to this  
project

**No other changes to the terms and conditions of this solicitation apply.**

*Kenneth A. Allaire*

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Kenneth A. Allaire, CPM, CPIM  
Purchasing Agent

6/9/23

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Date:



**CITY OF WOONSOCKET, RHODE ISLAND**  
**INVITATION TO BID**  
**MANVILLE ROAD PUMP STATION IMPROVEMENTS - BID 6143**

Sealed bids must be received, and date/time stamped by the City of Woonsocket, in the Finance Department, **Office of Purchasing**, City Hall, 169 Main Street, Woonsocket, Rhode Island no later than **2:00pm on THURSDAY, JUNE 15, 2023**. Then, at the aforementioned date and time, on-time proposals will be publicly opened and read aloud in the **2<sup>nd</sup> Floor Conference room**, City Hall, 169 Main Street, Woonsocket, Rhode Island.

The scope of work includes construction of a replacement of the existing Manville Road Pump Station, including demolition/abandonment of the existing pump station and construction of a new, buried precast concrete wet well and valve vault, complete with new pumps, piping and valves, and electrical and control features, as well as extension of existing gravity sewer and force main, and miscellaneous site work, including new electrical service, site grading, fencing, paving, and landscaping.

**ALL BIDS MUST BE SUBMITTED IN DUPLICATE COPY IN A SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE "MANVILLE ROAD PUMP STATION IMPROVEMENTS – BID #6143".**

**BID SURETY IN THE FORM OF A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF 5% OF SUCH BID IS REQUIRED.**

**A NON-MANDATORY PREBID CONFERENCE WILL BE HELD AT 9:00a.m. ON WEDNESDAY, MAY 31, 2023 AT THE WWTF, 11 Cumberland Hill Rd, Woonsocket, RI 02895.**

In accordance with RI General Law 37-13-7 contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting and decorating.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening.

Responses will be evaluated on qualifications and bid price. The City/Department of Public Works reserves the right to accept and/or reject any and/or all bids, proposals, responses, or options; to waive any technicality to any bid or combination thereof, to contract in part or in whole, and to award/reject in the best interest of the City of Woonsocket. The award will be made on the basis of the most favorable/responsible bid.

No bidder may withdraw its bid within thirty (30) days after the actual time and date of the bid opening thereof.

Published: May 19, 2023

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Cindy Johnston, Finance Director

**ATTACHMENT**

**8. Build American, Buy American (BABA) Act Contract Language**

**DELETE THIS SECTION**



All Clean Water State Revolving Fund (CWSRF) funded projects must comply with the requirements of the Build America, Buy America Act (included within the 2021 Infrastructure Investment and Jobs Act, aka the Bipartisan Infrastructure Law). The BABA requirement applies to all of the iron, steel, manufactured products, and construction materials used in the project, which must be produced in the United States. The effective date of implementation is May 14, 2022.

Information on the BABA requirements can be found here:  
<https://www.epa.gov/cwsrf/build-america-buy-america-baba>

The Infrastructure Investment and Jobs Act can be found here:  
<https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>

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**Example Build America, Buy America (BABA) Act Construction Contract Language**

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS LANGUAGE WITH RESPECT TO STATE OR LOCAL LAW:

DELETE THIS SECTION

The Contractor acknowledges to and for the benefit of \_\_\_\_\_ ("Owner") and the \_\_\_\_\_ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies that have statutory requirements commonly known as "Build America, Buy America;" that it understands all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide further verified information, certification or assurance of compliance with this Agreement, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.