



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 FAIRWAY DRIVE
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 583-4140

REQUEST FOR PROPOSAL
MILL COVE CAUSEWAY FOOTBRIDGE

*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until 10:00am on Wednesday, January 3, 2018, and will then be publicly opened read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE WEDNESDAY, JANUARY 3, 2018 AM DEADLINE.

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

***Please submit one (1) original and four (4) hard copies.**

SELECTION CRITERIA

The proposal will be evaluate as to R.I.G.L. 45-55-8.1 “Qualification based selection of architects and engineers.” The proposal will also be evaluated as to R.I.G.L. 37-2-64; 37-2-66; 37-2-67 and 37-2-68 and the award shall be made on the basis of the highest qualified firm.

The following factors will be considered in determining the highest qualified firms and your submission must demonstrate and include your firm's:

Competence to perform the services as reflected by technical training and education; general experience; experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services;

Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously;

Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;

Ability to meet the proposal requirements and to demonstrate an understanding of the scope of the projects;

Experience of the Firm in similar projects;

Services offered;

Quality of the work previously performed by the Firm for the Town of North Kingstown, if any;

All documentation that must be included with the proposal to allow for the evaluation of the highest qualified firms is as follows:

- Performance Data Form, enclosed
- Qualification Statement, enclosed
- Proof of Errors and Omissions Insurance coverage as outlined in “Information to Vendors,” enclosed
- Personnel assigned to the project; resumes; qualifications; licenses and professional registration. *Note: All engineering services requiring a Professional Engineer shall be performed by a RI Licensed Professional Engineer; all architectural services shall be performed by a Rhode Island Licensed Architect; all Landscape Architecture Services shall be performed by a RI Licensed Landscape Architect; (Substitutions will not be allowed without prior approval of the awarding authority); and*
- Description of services to be provided.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS**

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 8. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT *(When Applicable to Bid)*

Contract period: ONE (1) CALENDAR YEAR from date set in the Notice to Proceed, with options for years two and three awarded, contingent upon satisfactory performance by the

vendor. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 10. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 11. INSURANCE

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed for the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

ARTICLE 12. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

**TOWN OF NORTH KINGSTOWN
REQUEST FOR PROPOSAL
MILL COVE CAUSEWAY FOOTBRIDGE**

This Request for Proposals (RFP) is to provide Engineering Services for the Mill Cove Causeway Footbridge in North Kingstown, Rhode Island. Proposals for providing these services will be received until 10:00AM on Wednesday, January 3, 2018. Proposals are to be delivered to: Town of North Kingstown Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, Attn: Finance Department.

A Certificate of Insurance showing Professional Liability and Workers Compensation with a waiver of subrogation will be required of the successful proposal. The Land Conservancy of North Kingstown (LCNK) and the Town of North Kingstown (Town) reserve the right to reject any or all proposals or parts thereof, to waive any formality in same or reject any proposal deemed not to be in the best interest of the LCNK and the town.

The RFP is organized as follows:

- SECTION 1 INTRODUCTION**
- SECTION 2 SCOPE OF SERVICES**
- SECTION 3 QUALIFICATIONS**
- SECTION 4 PROJECT SCHEDULE**
- SECTION 5 EVALUATION OF PROPOSALS AND SELECTION PROCESS**
- SECTION 6 PAYMENT**

RFP LIST OF ATTACHMENTS REQUIRED

ATTACHMENTS

- MAP
- EXAMPLE OF CERTIFICATE OF LIABILITY

SECTION 1: INTRODUCTION

Mill Cove saltmarsh in Wickford Village has an earthen and stone causeway traversing it. This former farm path is a heavily used walking path connecting the village and several neighborhoods to a town park with athletic fields, the town launching ramp, low income housing, open space, and bike paths.

About 15 to 20 years ago, the culvert that carried the tidal creek under the causeway collapsed. The town dug a cut in the causeway to allow water through. The path is still used, but there is no bridge over the creek.

The project includes conducting the studies required, engineering design, and preparation of a CRMC application to minimally stabilize the cut and install a simple footbridge. Alterations to the opening must stabilize the banks, improve tidal flow, and decrease erosion. The work must take into account flood events and sea level rise.

The actual construction will be performed when adequate funding is obtained. Trails will be cleared and signage installed as separate tasks.

The causeway and land on both sides is owned by the town; however, the LCNK, the local 501.c3 land trust, is taking on this project with consent and oversight of the town. The town council unanimously approved moving forward with the planning and engineering at their August 21, 2017 meeting.

The causeway is located along the northern boundary of plat 117, lot 284. See attached map. The eastern causeway is most easily accessed from the dirt road on the right side of Wickford Gourmet Outlet, 21 West Main Street, Wickford, walking along the eastern shore of the marsh. The western end of the causeway is an overgrown path about 50' from the end of Newtown Avenue.

Tim Motte, CRMC biologist, visited the site on June 21, 2017. He deemed the causeway to be upland and stated there should be minimal wetlands or other environmental impact. Motte recommended that the remaining stone/cement side walls be cut and fold inward onto the eroded surface, using rocks in the marsh and/or the channel. Some of the larger rocks sitting out on the marsh and rolled into the stream could also be moved to the eroded soil. Imbedded rocks should stay. Additional rocks, burritos, or other surface protection may be needed. Motte also stated the trails may be cleared to 4' wide, without a permit. Only a few saplings may need to be removed, but no other alterations. Motte suggested that with careful wording, the application may be considered a category A.

FEMA zone: AE. CRMC map: type 2 waters

SECTION 2: SCOPE OF SERVICES

- Plan to stabilize the banks of the eroded cut.
- Construction plans and specifications for a pre-fabricated bridge 2-3' wide, with handrails and foundation to cross Mill Cove Creek at the existing causeway. Acceptable bridges include:
 - a pre-made single span aluminum marine gangway to be anchored with helical screw anchors or cement pads OR
 - a wooden footbridge with one or more pilings to support a span, with ramps on both sides, OR
 - some other cost-effective, low maintenance construction

- Cost estimate for construction of bridge and bank stabilization
- Completed CRMC application for the bridge and bank stabilization — as a municipal entity, the town does not pay application fees

SECTION 3: QUALIFICATIONS

The selected provider and all subcontractors will:

- hold all necessary licenses and certifications required by the state of Rhode Island
- demonstrate experience with and success in similar types of projects
- must be familiar with the standards and regulations of CRMC and all other applicable state regulations
- provide evidence of adequate insurance

SECTION 4: PROJECT SCHEDULE

Plans for the bridge design/bank stabilization and CRMC completed application for submission must be received sixty (60) days from Notice to Proceed. Grant funding mandates strict deadlines.

SECTION 5: EVALUATION OF PROPOSALS AND SELECTION PROCESS

The following factors will be considered in awarding of the contract:

1. Competence to perform the work as reflected by technical training and education; general experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the work, including any subcontractors.
2. Ability to perform the work within the timeframe listed. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the Proposer with respect to such factors as control of costs, quality of work, and an ability to meet deadlines.
3. Demonstrated experience in the type of work required.
4. Record of the Proposer in accomplishing work on similar projects in the required time (List references and similar projects completed or currently in progress)
5. Quality of work previously performed by the Proposer for the Town of North Kingstown, if any.
6. Price
 - LCNK is paying for the project, with a very limited budget. The Town is to oversee the project.
 - List the price charged for each line item, and if applicable, the full value.
 - In kind services are tax-deductible and greatly appreciated. They will provide much needed matches for future grant applications for the construction phase of the project. As such, we need to know the value of that donation. LCNK will

provide an IRS accepted thank you letter acknowledging the donation of goods and/or services.

7. Meets or exceeds Town of North Kingstown insurance requirements.
8. Review of Proposer's Qualification Statement.
9. Review of Subcontractors.

SECTION 6: PAYMENT

Payment will be made by the LCNK, when the contract is fully performed and approved to the satisfaction of the LCNK Board of Directors and the Town of North Kingstown.

Payment will be made (town designated timeframe or 30 days)

RFP LIST OF ATTACHMENTS REQUIRED

Certificate of Insurance - Liability

Certificate of Insurance - Workers Compensation

List and description of similar projects

List of licenses and certifications for contractor and subcontractors: type of license/certification, state, license number, name

ATTACHMENTS

Map of site

Example of certificate of liability

