



Patricia A. Peshka  
Purchasing Agent

Scott Avedisian  
Mayor

**City of Warwick**  
Purchasing Division  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Wednesday, February 14, 2018. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
PROPOSALS REQUESTED FOR**

**RFP2018-256 Professional Services Design/Build Repairs  
to Salter's Grove Causeway**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, February 14, 2018. ***Please note that our offices will be closed on Monday, February 19, 2018 and re-open on Tuesday, February 20, 2018.***

A **mandatory** pre-bid conference will be held on Monday, March 5, 2018 at 11:00 AM in the Council Chambers, 2<sup>nd</sup> Floor, at Warwick City Hall, 3275 Post Rd., Warwick RI. A mandatory tour of the site will follow the pre-bid conference.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Monday, April 2, 2018. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Council Chambers, 2<sup>nd</sup> Floor, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**Acknowledgement of Addendum (if applicable)**

**Addendum Number**

**Signature of Bidder**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ \*

\*Please include your email address. Future proposals will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

RFP2018-256

\_\_\_\_\_

Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered in any way**

**CITY OF WARWICK  
NOTICE TO BIDDERS**

**RFP2018-256 Professional Services Design/Build Repairs  
to Salter's Grove Causeway**

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals shall be accepted via facsimile or email.

The opening of proposals shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2018-256 Professional Services Design/Build Repairs to Salter's Grove Causeway."

Should you have any questions, please contact Eric Earls, Engineering, DPW, 925 Sandy Lane, Warwick, RI at 401-921-9605.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 available on [www.warwickri.gov](http://www.warwickri.gov) should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of 5 percent of the total bid price must be submitted with each bid. If a bid bond is submitted, it shall be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

The successful bidder must provide the City of Warwick with an original ***Certificate of Insurance for General and Automobile Liability*** in a minimum amount of \$1 million. The Certificate of Insurance must name the ***City of Warwick as the additional insured*** and so stated on the certificate with the proposal name and proposal number. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The successful bidder must furnish a performance and payment bond in the amount of 100 percent of the total bid price.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a ***Certificate of Good Standing*** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said ***Certificate of Insurance, bonds and Certificate of Good Standing*** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: [www.dlt.ri.gov/pw/pwFormsPubs.htm](http://www.dlt.ri.gov/pw/pwFormsPubs.htm). Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability

for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK**  
**DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSAL (RFP)**

**PROFESSIONAL SERVICES**

**DESIGN/BUILD REPAIRS TO SALTER'S GROVE CAUSEWAY**



## **ARTICLE 1: BACKGROUND**

The Rhode Island Department of Environmental Management (DEM) is the owner of property located on the east side of Narragansett Parkway in the City of Warwick, County of Kent, State of Rhode Island, known as Salter's Grove Causeway, consisting of approximately one-quarter (1/4) acre of land, as shown on attached "Exhibit A" and hereinafter referred to as "Salter's Grove Causeway" property or "Premises."

The City of Warwick (City) and the DEM have agreed to cooperate to provide for public use, access and enjoyment of Pawtuxet and Passeonquis Cove in the City of Warwick.

The City and DEM and have agreed to work cooperatively to improve public access at Salter's Grove to provide such other improvements as the City and DEM may agree.

## **ARTICLE 2: INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS**

### **2.1 Responsibility of Proposer**

It is the responsibility of the proposer to examine all specifications and conditions thoroughly and fully comply with all specifications, terms and conditions. Proposer must demonstrate knowledge of this type of work and provide documentation and references associated with past project of similar nature.

### **2.2 Costs**

All costs associated with developing or submitting a proposal in response to the RFP shall be borne by the proposer.

### **2.3 Pricing**

All pricing submitted will be considered firm and fixed.

The lump sum price provided by the bidder shall include the following:

- Design
  - The Design/Build Team (Team) shall be responsible for all design cost
  - The Team shall be responsible for reviewing existing conditions and access
  - There shall be no change orders for "unforeseen conditions", as determination of all conditions are the responsibility of the Team
  - **NOTE: The design must be reviewed and approved by the City and DEM prior to permit submission**
- Permitting
  - The Team shall be responsible for all costs associated with permit preparation
  - The Team shall be responsible for all costs associated with the permitting application process

- Construction
  - The Team shall be responsible for coordination with all Federal, State, and Local regulatory entities prior to construction mobilization
  - The Team shall be responsible for securing all construction areas and determining access locations
  - The Team shall be responsible for restoring any disturbed areas, outside of the work zone, to pre-construction conditions
  - The Team shall be responsible for installing and maintaining erosion control measures prior to construction and for the duration of the project

**For reference, DEM has dedicated \$200,000 for the CITY's activities in connection with the Project. This represents the maximum value for bidders. Bids received totaling over \$200,000 will be disqualified. This is the total value for all components; design, permitting, and construction.**

#### **2.4 Primary Consultant**

It is intended that an award pursuant to this RFP will be made to a prime consultant who will assume responsibility for all aspects of the Work as outlined in Article 3 below. Joint ventures and cooperative proposals will also be considered provided all entities listed provide adequate documentation regarding past work, insurance, and other required documentation.

### **ARTICLE 3: CONCEPT OF PROPOSAL AND WORK TO BE PERFORMED**

#### **3.1 Background**

After Hurricane Carol in 1954, a group of local yachtsmen lobbied the state to build a breakwater to protect the harbor and the boat basin. The breakwater was completed in 1965. The causeway leading to the breakwater was never meant to be a permanent feature it was built just as a means to carry the stones out to the breakwater. The then Department of Natural Resources requested that the causeway remain in place to provide recreational fishing opportunities, as indeed it has done, although today it is deteriorating, heavily eroded, and regularly flooded during high tide. The State remains responsible for the causeway, and the U.S. Army Corps of Engineers for the breakwater, while the City of Warwick leases the mainland and Rock and Marsh Islands. (Source: Friends of Salter's Grove website, [friendsofsaltergrove.org](http://friendsofsaltergrove.org)).

### **3.2 Overview of Work to be Performed**

The scope of the work included in this proposal includes the design, permitting, and construction of improvement to the causeway, for the purpose of improving access to the breakwater.

The causeway currently has two (2) locations where access is limited due to failed infrastructure. The attached “Exhibit A” shows the areas of the causeway identified as “culverts” and “bridge”. These areas have fallen into disrepair and have created a dangerous environment for pedestrian access at all times, but specifically during high tides.

The proposed design shall, at a minimum, repair these two (2) areas to the extent that passage is improved. The design shall include the removal of any existing, damaged infrastructure.

## **ARTICLE 4: RFP - SCOPE OF WORK**

### **4.1 GENERAL AND TECHNICAL REQUIREMENTS**

The awarded Contractor shall be required to provide to the City stamped engineering drawings, plans, specifications and shop drawings. The Contractor’s cost for this work and any design modifications will be included in the cost of this project.

The Contractor is responsible for all survey and engineering necessary to complete the project and all costs necessary to achieve environmental compliance. The cost for any design modifications or design alternatives will be included in the cost of the project.

Shop drawings shall be submitted and approved by City staff prior to installation. Items and materials installed without City approval may be required to be removed at the Contractor’s expense.

The Contractor shall furnish all labor, materials, tools, and equipment necessary to make proposed repairs to the Salter’s Grove Causeway. All work shall be performed in conformance with all Federal, State, and local laws and regulations.

Construction access may be achieved from Narragansett Parkway through Salter’s Grove Park. Construction access may be achieved via land or water, however all access locations must be approved through the permitting entities, i.e. Coastal Resources Management Council (CRMC), Army Corps of Engineers, DEM, and the City as applicable.

It shall be the responsibility of the contractor to implement adequate erosion controls as well as any other stipulations mandated by the permitting authority. All materials and equipment shall be stored off site or in a confined designated location during non-

working hours unless otherwise agreed to by the City. The contractor shall provide adequate fencing and/or any other means to insure public safety. Any damaged areas shall be repaired and restored to a condition that equals or exceeds current conditions.

The Contractor shall also be responsible for providing quality assurance and quality control (QA/QC) plans for design, inspection, sampling and testing for all materials manufactured off site such as necessary in order to support the design and construction of the project. The Contractor may be required to provide material testing (e.g., concrete strength) at the request of the City at no additional cost to the owner.

Unless otherwise specified or ordered by the DEM or City, all work and materials shall conform to the Rhode Island Department of Transportation Standard Specifications for Road and Bridges Construction, as amended.

## **QUESTIONNAIRE**

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink)

1. How many years has your corporation been in business as a general contractor?

\_\_\_\_\_ years.

2. List up to three (3) projects of this nature that you have completed and give the name, address and telephone number of a reference from each. Also give the completed cost of each project listed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List projects currently under construction by your firm, the dollar volume of the contract and the percent the contract is completed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you ever performed work for a municipality previously? (If municipalities are listed under 2, this question need not be completed.)

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**QUESTIONNAIRE (continued)**

5. Have you ever failed to complete work awarded to you; if so, state where and why?

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6. Have you or your authorized representative personally inspected the location of the proposed work and do you have a clear understanding of the requirements of the Plans, Specifications and other Contract Documents.

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7. Do you plan to sublet any part of this work? If so, give details.

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8. What equipment do you own that is available for this work?

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9. What equipment do you plan to rent or purchase for this work?

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10. Have you ever performed work under the direction of a Consulting Engineer or a Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects)

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**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**QUESTIONNAIRE (continued)**

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

\_\_\_\_\_  
Correct Name of Bidder

- (a) The Business is

\_\_\_\_\_

- (b) The address of principal place of business is:

\_\_\_\_\_

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_



**The City is requesting that interested bidders provide three (3) copies of each of the following:**

1. A detailed written description of the bidders approach to completing the identified repairs with conceptual sketches to illustrate the proposed design. Designs shall incorporate all requirements listed in the section titled Scope of Work, these Proposal pages, and the appendices. Discussion shall include detail on the staff available to perform the work along with equipment needed, access requirements, and site protection and storage of equipment.
2. References for the design / build contractors with contact information for similar projects completed. Please note a RI Professional Engineer must be part of the team for submission of stamped engineered drawings.
3. The completed questionnaire included in this document.
4. A timeframe for implementation along with current workload. All work must be completed by December 31, 2018.

**Proposal Review**

Proposals will be reviewed based on the following criteria:

1. Design team experience with similar projects (30%)
2. Durability of proposed design (30%)
3. Aesthetic of proposed design (25%)
4. Maintenance requirements of proposed design (10%)
5. Schedule (5%)

Upon completion of the qualifications/technical proposal evaluation, the committee will prepare a final written recommendation defining the apparent best value respondent to the Warwick City Council for award of a fixed price design/build contract contingent upon review and approval by the DEM.

At any point during the selection process, the teams may be required to give an oral presentation to the committee or to otherwise provide clarifying information needed to properly evaluate the Qualifications/Technical Proposals. The teams must clearly understand that the City of Warwick retains the option to determine which teams, if any, will be invited to make oral presentations or to provide additional information. The City of Warwick retains the right to reject any or all submittals.

Respondents shall be aware that the City of Warwick reserves the right to conduct an independent investigation of any information, including prior experience, identified in a proposal by contact project references, accessing public information, contacting independent parties, or by any other means. The City of Warwick also reserves the right to request additional information from a respondent during the evaluation of that respondent's proposal.

Note: Any available personnel and their qualifications shall only be included if they will be directly involved with this specific project.

## **EXHIBIT A**

# George B. Salter Memorial Grove

Warwick, RI



FriendsOfSalterGrove.org

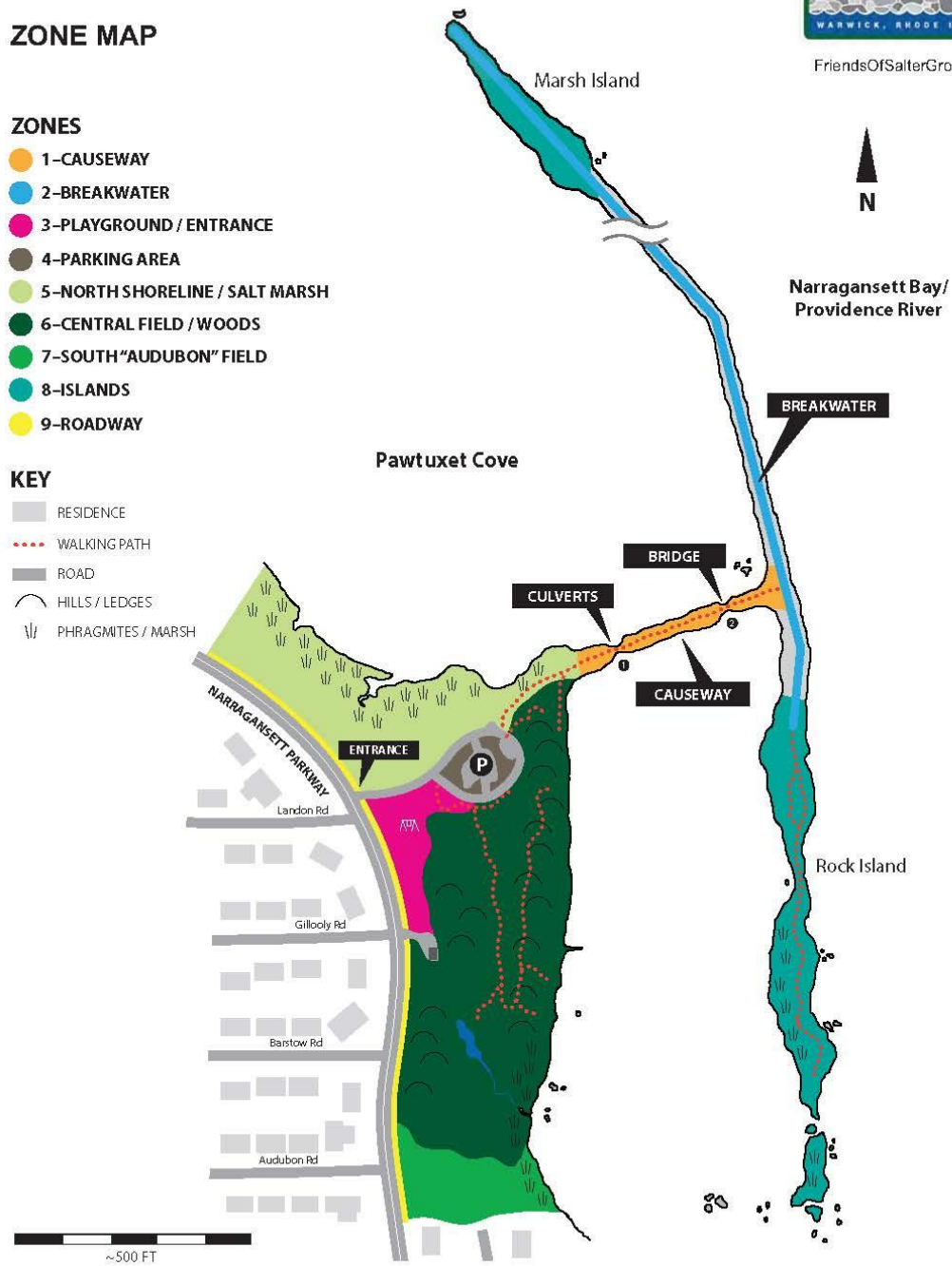
## ZONE MAP

### ZONES

- 1-CAUSEWAY
- 2-BREAKWATER
- 3-PLAYGROUND / ENTRANCE
- 4-PARKING AREA
- 5-NORTH SHORELINE / SALT MARSH
- 6-CENTRAL FIELD / WOODS
- 7-SOUTH "AUDUBON" FIELD
- 8-ISLANDS
- 9-ROADWAY

### KEY

- RESIDENCE
- WALKING PATH
- ROAD
- HILLS / LEDGES
- PHRAGMITES / MARSH



**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL**

**CITY OF WARWICK**

**PROPOSAL AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** RFP2018-256 Professional Services Design/Build Repairs to Salter's Grove Causeway

**I. PROPOSAL:**

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.

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**The Bid provided here represents the Bidder's NOT TO EXCEED proposal to the City of Warwick for Design/Build Repairs to Salter's Grove Causeway as identified in these Contract Documents. The Contractor agrees to perform all of the work contained within the Contract, at the discretion of the City, in accordance with all terms and specifications contained herein at the proposed price.**

\_\_\_\_\_  
Total bid price in words

\$\_\_\_\_\_  
Total in figures