

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION

NOTICE TO BIDDERS

SEALED PROPOSALS

RFP#13-062 (Re-bid)

Sealed Proposals are being requested to provide **Architectural & Engineering (A&E) Services for Rehabilitation of Forest Avenue Pump Station**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

Two (2:00) o'clock PM, Local Time

April 16, 2013

THIS IS NOT A PUBLIC OPENING

If additional information is needed, please contact the Technical POC listed in the package.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**Forest Avenue Pump Station - # 13-062(re-bid)**". Please provide one (1) electronic copy on CD with your submittal.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at www.cityofnewport.com under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

Note: All bidders are responsible for insuring that no **addenda** have been added to the original bid package. All bid packages and addenda are located at www.cityofnewport.com under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

Prevailing Wage - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

Buy American Act (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

**CITY OF NEWPORT
DEPARTMENT OF UTILITIES
WATER DIVISION**

**REQUEST FOR PROPOSALS
ARCHITECTURAL & ENGINEERING (A & E) SERVICES FOR
REHABILITATION OF FOREST AVENUE PUMP STATION
RFP #13-062 (Re-bid)**

I. INTRODUCTION

The City of Newport, Department of Utilities - Water Division (NWD) requests proposals from consulting firms (Consultant) for Architectural and Engineering (A & E) services associated with rehabilitation of The NWD's Forest Avenue Booster Pump Station. The required consultant services shall include, but not limited to, field investigation, preliminary design, pre-final design, permitting, and final design as required to design and permitting the proposed project.

II. STATEMENT OF THE PROJECT

NWD owns and operates two (2) Water Treatment Facilities, Station 1 located in Newport and Lawton Valley Water Treatment Plant (LVWTP) located in Portsmouth, RI. NWD provides retail service to Newport and Middletown, RI. NWD sells water wholesale to Naval Station Newport and the Portsmouth Water & Fire District. NWD is regulated by the Rhode Island Public Utilities Commission (RIPUC). NWD obtains its raw water supply from a system of nine (9) surface reservoirs. Seven (7) of the supply reservoirs are located on Aquidneck Island. The remaining two (2) are located in Tiverton and Little Compton. The nine (9) reservoirs are interconnected through a complex system of pipelines and pumping stations.

It is the intent of the NWD to continue a systematic and prioritized program of rehabilitating its aging water distribution and collection system. One of the next phases of water system improvements includes the rehabilitation of the NWD's Forest Avenue Booster Pump Station.

The Forest Avenue Booster Pump Station was constructed in 1966. The A & E services shall address proposed rehabilitation for improved operations and reliability. The rehabilitation shall include, but not be limited to, replacement of two 1-million gallons per day (MGD) pumps; installation of variable frequency drives; update of electrical service; upgrade of emergency generator/transfer switch; installation of Supervisory Control and Data Acquisition (SCADA) to the Lawton Valley Water Treatment Plant (LVWTP) and Station 1; security fencing; alarm system; and various building improvements (doors, windows, roof, painting, etc.)

III. SCOPE OF SERVICES

The Scope of Work outlined within this request calls attention to certain objectives and general work items anticipated as part of the design services for the rehabilitation of NWD's Forest Avenue Booster Pump Station.

The RFP does not propose to identify all details of the approach or the comprehensive Scope of Services to be used by the Consultant. NWD recognizes the competence of qualified firms and encourages them to utilize their professional judgment and expertise in defining their approach to this project. As such, the Consultants are encouraged to review the scope of services presented herein and make independent suggestions and recommendations in their proposal if it is felt that it will best meet the objectives of this RFP and best serve the needs of the City.

Respondents to this RFP are required to provide a Scope of Work with all phases and tasks defined. A detailed cost proposal shall accompany the proposal, with **ALL** correlating fees to complete the tasks. All work related to the design and permitting of the pump station shall be under the direction and supervision of a professional engineer and/or architect registered in the State of Rhode Island, as applicable.

The City anticipates Scope of Work to include, but not necessarily be limited to, the following elements:

1) **Kick-off Meeting**

The Consultant shall meet with City staff immediately following the issuance of the Notice to Proceed. This meeting will provide the opportunity for discussion regarding the City's goals and concerns regarding the project. The scope of services, schedule and project milestones will be reviewed

2) **Field Investigation**

The Consultant will perform field investigation to collect data necessary to design the rehabilitation of the booster pump station. Included in this investigation shall be Wetland Delineation, Field Survey, As-Built Floor Plans, and Electrical and Instrument Investigations.

3) **Preliminary Design**

The Consultant will prepare preliminary design drawings that identify the overall scope of the project and depict the nature and location of specific project features. The preliminary design shall include an itemized opinion of probable costs. The preliminary design will include meetings with City staff to review and approve the final project scope to be advanced to the 90% Design Phase.

4) **90%Design**

The Consultant shall prepare 90% drawings and technical and bidding specifications based upon the NWD approved project scope. An updated opinion of probable

construction cost shall be included as well as meetings with City staff to review project.

5) Permitting

At the 90% stage Consultant will prepare and submit application for review and approval by Rhode Island Department of Health, Office of Drinking Water Quality.

6) Final Design

The Consultant shall prepare final design drawings and contract specifications in order to solicit bids from qualified contractors. Consultant shall prepare a final opinion of probable construction cost for the project.

IV. RESPONSE TO RFP

Four (4) copies of the written proposal from qualified Consultants shall be submitted to the Purchasing Office, City Hall, 43 Broadway, Newport, RI 02840 by 2:00 PM on April 16, 2013. Submittals should be clearly marked: "ARCHITECTURAL & ENGINEERING (A & E) SERVICES FOR REHABILITATION OF FOREST AVENUE PUMP STATION #13-062 (Re-Bid)".

It is the Consultant's responsibility to ensure that the submission is delivered by the time and at the place described above. Submission 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 submission not properly addressed and identified. Any submission received after the time and date specified shall not be considered even if it is determined by the City that such non-arrival before the time set for opening was due solely to delay in the mails for which the submitter is not responsible. Conditional or qualified submission will not be accepted.

Proposals shall contain the following at a minimum:

- A. Qualification statement that demonstrates technical expertise for projects similar in scope to that outlined in this request, using staff presently employed by the firm. This should include a company brochure, a statement of the Consultant's approach for the project, and any other information deemed pertinent in assisting the City to adequately assess their capabilities and qualifications with respect to the proposed project
- B. A description of the function of each member of the Consultant's project team assigned for the duration of the project shall be provided with his or her projected individual time commitments and rates. Similar information shall be provided for any sub-consultants that the Consultant intends to employ for this project.
- C. A list of projects with similar scope shall be provided, along with contacts identified for references. The completion dates and/or project status shall be provided for projects listed.

- D. Detailed proposal of the Consultant's approach to the project in addition to a scope of services with specific tasks identified. It should be noted that the tasks identified in this RFP are provided as examples and are not intended to be all inclusive of the work necessary for this project.
- E. A project schedule indicating the time to complete the identified tasks shall be provided.
- F. Proposals shall include a not to exceed fee schedule identifying each distinct task of the Scope of Services for this project with hours, labor category, hourly rate, and markup. All printing, travel and other miscellaneous costs shall be identified and included in the total not to exceed fee.

One (1) original and three (3) copies of the fee schedule shall be submitted in a single sealed envelope under separate cover. This envelope will not be opened until the initial evaluation and selection process has been completed. The fee schedule shall be signed by an authorized officer of the Consulting Firm.

- G. References, especially for similar engineering consulting services pertaining to Public Drinking Water Booster Pump Stations and any other information the Company deems pertinent.
- H. A narrative description of the Consultant's quality control plan shall be provided.
- I. References, especially for similar engineering consulting services for drinking water projects, and any other information the Company deems pertinent.

V. SELECTION PROCESS AND CRITERIA

This is a Request for Proposal, not a Request for Bid, responses will be evaluated on the basis of the relative merits of the proposal, in addition to fee. The award will be based upon the lowest-costing qualified evaluated proposal that best meets the requirements of the City. Written proposals will be reviewed and evaluated by City staff from the Department of Utilities, Water Division. Staff may ask questions of a clarifying nature if deemed necessary. Also, if deemed necessary, interviews may be scheduled with the top three (3) firms ranked as fully qualified and meeting the objectives of this RFP based on the information provided within the written proposal. The written proposals shall be ranked based on the selection criteria identified in this section. The fee schedules of the top 3 ranked written proposals will be opened. The final ranking of the proposals including the fee schedule shall be in the order determined by the selection committee to be in the best interest of the City for the project. The City is not required to furnish an explanation of how a proposal rated or a statement of reasons why a particular proposal was not selected as most advantageous for the City. Unopened fee schedules shall be returned.

The following criteria will be used to evaluate the responses:

- A. Technical qualifications of project participants and assignment for experienced personnel to each phase of the project as described in the firm's approach for the design and permitting of the Forest Avenue Booster Pump Station.
- B. Commitment of the participants assigned to this project.
- C. Minimum of five years of relevant experience in permitting drinking water projects in accordance with the rules and regulations established by the Rhode Island Department of Health, Office of Drinking Water Quality.
- D. Demonstration of a thorough understanding of the project objectives and scope.
- E. Presentation of the Consultant's proposed approach to providing services requested.
- F. Proposed schedule and track record for completing projects on time and within budget.
- G. Value of proposed fees
- H. Methods for assuring product quality, cost control, delivery schedule, and project oversight.

VI. GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of consultants prior to award and to select and negotiate the consultant services in the best interest of the City.

2. The Consultant shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Consultant.
4. The Consultant shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Consultant's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Consultant shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Consultant hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted in duplicate upon delivery of service to the City c/o Newport Water Division. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000-260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.

16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Consultant selected for this project shall procure and maintain the following types of insurance:
 - Statutory Workers Compensation and Employer's Liability Insurance
 - Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
 - Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

VII. TECHNICAL POINTS OF CONTACT

Any questions regarding the RFP may be directed to Robert C. Schultz, Jr., PE, PLS, Deputy Utilities Director-Engineering (401) 845-5614.

City of Newport, Rhode Island
Erin Mulligan
Purchasing Agent
(401) 845-5414

