

INVITATION TO BID
by the PAWTUXET RIVER AUTHORITY

DESIGN OF CANOE/KAYAK LAUNCH/FISHING AREA
RANDALL POND, CRANSTON, RHODE ISLAND

The Pawtuxet River Authority (the PRA) is soliciting bids for land survey, design and permitting services.

Minority business enterprises and women owned business enterprises (MBEs) pursuant to RIGL 37-14.1, as well as disadvantaged business enterprises (DBEs) pursuant to 49 CFR 26, will have maximum opportunities to participate in the performance of PRA procurement transactions.

BACKGROUND

The Pawtuxet River Authority, doing business as the Pawtuxet River Authority & Watershed Council (the PRAWC), is a quasi public agency and non-profit public benefit corporation created by the Rhode Island General Assembly in 1972 (RI General Laws 46-24). The authority is expressly authorized to provide for land and water conservation and for the construction and maintenance of hiking and biking trails, flood control and water pollution control facilities, preservation of wetlands, dam construction, diversion of streams, dikes, walls, and pumping stations.

The PRA is undertaking a project to create an outdoor public recreational facility on land it owns on Randall Pond at the northerly end of Libera Street in the city of Cranston, RI, also identified as Cranston plat 12 lot 3137.

The project will consist of construction of a wooden elevated walking deck from the Libera Street curb area to an enlarged terminus deck on the pond. Other work will include improvement of frontage along Libera Street, curb repair, removal of dumped solid waste and soil from abutting wetlands, tree trimming, vegetation removal, and other site preparation work as necessary. The services to be provided by the candidate contractor will consist of:

1. land survey as necessary to affect the project
2. overall project design,
3. obtainment of all required federal, state and local permits including compliance with Federal Highway Directive Title 23, Code of Federal Regulations, Section 771.113 by performing a resource review necessary to establish that the project will have no significant impact on resources. This involves identification and evaluation (Phase 1) surveys of potential cultural and historic resources, wetland resources and threatened and endangered plant and animal species at the proposed project site prior to any construction activities.

All work is to be done in compliance with the Rhode Island Department of Environmental Management (RIDEM) Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act.

Funding for this project will be provided by the USDOT/Federal Highway Administration through the RI Trails Advisory Committee and the Pawtuxet River Authority.

SCOPE OF WORK

The purpose of this Invitation to Bid is to select a qualified contractor to provide:

1. land survey as necessary to affect design and permitting requirements
2. A construction-ready design which will be consistent with the vision of the Pawtuxet River Authority
3. Obtainment of all necessary permits as described above

Should the respondent feel additional tasks are needed to prepare a better evaluation and design, these tasks should be included along with a discussion of their necessity and a clearly articulated separate credit/charge associated with the recommended work.

PRE-BID MEETING

The Pawtuxet River Authority will provide any respondent, by appointment, a site meeting, to explain the project. Please call Robert J. Nero at 330-0812.

REQUIREMENTS OF RESPONDENT'S SUBMITTAL

Responses to this solicitation are required to specifically provide the following two areas of information:

A. Qualification Statements

The following documentation of qualifications must be provided and shall be used to evaluate the ability of the respondent to perform all work:

- Documentation of the respondent's professional qualifications (including licensing) and experience in landscape design on similar projects. The PRA will be the sole judge as to the similarity of the project(s) referenced.

B. Other requirements for the Bid

- Project Costs

Include in the proposal an estimate of the costs for the project as outlined in Scope of Work. Direct costs shall be broken down by task as applicable including costs for subcontractors.

- Resources and Availability of Personnel

Provide a description of the resources needed for your completion of this project (including subcontractors) and their availability over the term of the project.

- Project Schedule

A project schedule shall be included in the proposal outlining the time necessary to complete the project. The schedule shall show the anticipated start and end dates for each task and subtask, as appropriate, from the start of the project to final completion. A start date of March 7, 2014 should be assumed for proposal project scheduling purposes

SUBMITTAL PROCEDURES

Prospective candidates must submit a bid containing the above information and consisting of (1) paper format and (1) electronic format. Bids are to be placed in sealed envelopes bearing on the outside the name and address of the bidder, the date and time of the bid opening and clearly marked: "DESIGN BID- RANDALL POND PROJECT" . The envelope must also be addressed to the Pawtuxet River Authority, Chairman Robert J. Nero.

The bid must be sent/delivered to:

Pawtuxet River Authority
8 Hope Furnace Road
Hope, RI 02831

and received by 5:00 PM, Friday, February 28, 2014.

Bids will be opened publicly at the headquarters of the Pawtuxet River Authority, 8 Hope Furnace Road, Hope, RI 02831 at 5:30 PM, on February 28, 2014

PLEASE NOTE: THERE WILL BE NO EXCEPTIONS TO THIS DEADLINE. Faxed statements will not be accepted. No supplemental materials will be accepted after this date.

The PRA reserves the right to accept or reject without prejudice, any or all proposals, or to accept the bid deemed to be in the best interest of the Pawtuxet River Authority.

ADDITIONAL INFORMATION

Questions Regarding the Bid Request

All pre-bid communications regarding this bid request should be addressed to:

Robert J. Nero/Chairman
Pawtuxet River Authority
8 Hope Furnace Road
Hope, RI 02831
401-330-0812 (c)/401-615-7039 (o)
pra@pawtuxet.org

EVALUATION PROCEDURE/CRITERIA

A selection committee comprised of PRA Board Members will evaluate all bid proposals received by the deadline. The evaluation is based on a numerical score sheet. Based on the evaluation, the selection committee will select a firm.

The proposals will be evaluated based on the following criteria:

- | | |
|--|-----|
| 1. Experience on Similar Projects | 10% |
| 2. Resources and Availability of Personnel | 15% |
| 3. Project Schedule | 15% |
| 4. Project Costs | 60% |

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Pawtuxet River Authority reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

1. The offer is fully responsive to the terms and conditions of the Request, and
2. The price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
3. The firm making the offer has been certified by the R.I. Department of Administration to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

In a case where the awardee/Prime Contractor is not an MBE, ten percent [10%] of the dollar value of the work performed for this project shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Pawtuxet River Authority of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

CONTRACT
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20XX;

BETWEEN the PAWTUXET RIVER AUTHORITY, hereinafter called the

OWNER. and the CONTRACTOR:
(Name and Address)

The OWNER'S representative is:

The PROJECT is:

OWNER and CONTRACTOR, in consideration of the contract sum and the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

- 1.1. The Scope of Work is described in the OWNER'S Invitation to Bid, dated Jul X, 2011.
- 1.2 The CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered to perform the Scope of Work in strict conformity with the provisions of this contract agreement.
- 1.3 The OWNER shall arrange for access to the properties necessary to perform the Scope of Work.

ARTICLE 2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist of this Agreement, the Invitation To Bid, Instructions to Bidders, Bid Proposal, Bid Items, other documents listed in this Agreement and all Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or incorporated herein. This Contract Agreement represents the entire agreement between the OWNER and the CONTRACTOR and supersedes any prior negotiations, representations or agreements, either written or oral.

ARTICLE 3. CONTRACT TIME.

3.1. The CONTRACTOR shall be prepared to begin the Work to be performed under this contract as set forth in the proposal within ten (10) days after Notice To Proceed. The Work shall be prosecuted from as many different points, in

such part or parts and at such time as necessary and shall be conducted in such a manner and with such materials, equipment, and labor as are necessary to insure completion within the time set forth below. Should the prosecution of the Work for any reason be discontinued, the CONTRACTOR shall notify the OWNER at least twenty-four (24) hours before again resuming operations.

3.2. The CONTRACTOR shall complete all work on the PROJECT by August 30, 2011.

ARTICLE 4. CONTRACT SUM

4.1. The OWNER shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of the Work the Contract Sum of Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit updates to the OWNER and the OWNER'S REPRESENTATIVE as segments or work areas are completed.
5.2 CONTRACTOR shall submit an application for payment upon final completion and acceptance of the Work in accordance with this Contract Agreement.

ARTICLE 6. CARE OF WORK

6.1 The CONTRACTOR shall be responsible for all damages to person or property that occur as a result of their fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

6.2 In an emergency affecting and safety of life, limb or property, including adjoining property, the CONTRACTOR without special instructions or authorization from the OWNER is authorized to act at their discretion to prevent such threatened loss or injury, and they shall so act. They shall likewise act if instructed to do so by the OWNER.

6.3 The CONTRACTOR shall avoid damage as a result of their operations to private property, existing sidewalks, streets, curbs, pavements, utilities, adjoining property, etc., and they shall at their own expense completely repair any damage thereto caused by their operations.

6.4 The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the Work areas, which occur as a result of his prosecution of the Work. The safety provisions of applicable laws and

building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the OWNER may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident prevention in Construction" published by the Associates General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

6.5 The CONTRACTOR shall indemnify and save harmless the OWNER from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract Agreement.

ARTICLE 7. INSURANCE

7.1 The CONTRACTOR shall procure and maintain, until acceptance of the Work, insurance as specified below, and in such form as shall protect them and any subcontractor performing work covered by this Contract Agreement, from all claims and liability for damages for bodily injury, including accidental death, and the property damage, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amounts of such insurance shall be, for each policy, not less than;

(A) For liability for bodily injury, including accidental death, \$500,000, for any one person and, subject to the same limit for each person, \$1,000,000 on account of one accident.

(B) For liability for property damage, \$500,000, on account of any one accident and \$1,000,000, on account of all accidents.

The following types of insurance shall be provided:

(a) Workmen's Compensation Insurance as required by the General Laws of Rhode Island.

(b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance, in the amounts required in (A) above.

(c) Property Damage Insurance and Contractor's Protective Property Damage Insurance, each including coverage for blasting and explosion, and injury to or destruction of wires or pipes and similar property and appurtenant apparatus, and collapse of or structural injury to any building or structure in the amounts required in (B) above.

(d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts required in (A) above.

(e) Property Damage Insurance covering the operation of all motor

vehicles owned by the Contractor, in the amount not less than \$500,000.

(f) Insurance in the amounts required in (A) and (e) above, to cover bodily injuries and property damage resulting from the use of motor vehicles that are operated in connection with prosecution of the work under this Contract.

(g) Contractual Liability Insurance covering the liability assumed by the Contractor under Section 112 in the amounts required under (A) and (B) above.

Certificates from the insurance carriers, stating the limits of liability and expiration date, shall be filed with the Owner for all policies, and for policies required under Contract Agreement.

The CONTRACTOR is required to provide immediate notification to the OWNER of cancellation or restrictive amendment of any insurance coverage.

ARTICLE 8. TERMINATION OR SUSPENSION.

8.1. The Contract may be terminated by the OWNER or the CONTRACTOR. The Work may be suspended by the OWNER. If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in the Contract Documents, the OWNER by written notice to the CONTRACTOR, may terminate the CONTRACTOR'S right to proceed with the Work. Upon such termination, the OWNER may take over the Work and prosecute the same to completion of the Work and the CONTRACTOR shall also be liable to the OWNER in its completion of the Work and the CONTRACTOR shall also be liable to the OWNER for liquidated damages for any delay in the completion of the Work.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without prior written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners,

successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.3. The CONTRACTOR shall be responsible for the safe storage of all material furnished to or by him during the performance of the Work.

9.4. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

ARTICLE 10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract Agreement shall be deemed to be inserted herein and the Contract Agreement 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.

As required by State Law, the Contract Agreement includes the following provisions of the General Laws of Rhode Island:

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

§ 37-13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract. – Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic,

teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in

the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political

subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi- public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

§ 28-26-5 License required for operation of hoisting machinery. – (a) No person shall operate or be in direct charge of hoisting or excavation equipment which uses, steam, internal combustion engines, electric, or compressed air of five (5) horsepower or more and/or can lift more than five hundred pounds (500 lbs.) without obtaining a license to do so as provided in this chapter.
(2) No user or agent of a user of any machinery described in subdivision (1) of this subsection shall permit the machinery to be operated unless it is operated by a duly licensed person as provided in this chapter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies of the day and year first above written.

CONTRACTOR’S NAME HERE:

BY:

PRINT NAME OF CONTRACTOR REP: _____

DATE: _____

PAWTUXET RIVER AUTHORITY:

ROBERT NERO, CHAIRMAN

DATE: _____