



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

# REQUEST FOR PROPOSALS

**Item Description:** CMAR Services for Service Water System Upgrades (Expires 6/30/2026)

**Procurement/MinuteTraq #: 44682**

**Date to be opened: 5/20/2024**

**Issuing Department:** Providence Water Supply Board

## QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: **Ben Stoops**
  - Title: Project Manager
  - Email Address: [benjamins@provwater.com](mailto:benjamins@provwater.com)

## Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

**PRE-PROPOSAL MEETING/WALKTHROUGH**      **Monday, April 15, 2024 @ 10:00 am**  
**(NON-MANDATORY):**                                      **P.J. Holton Water Purification Plant**  
**61 North Road**  
**Scituate, RI 02831**

**Deadline for questions submissions:** May 3, 2024



**BOARD OF CONTRACT AND SUPPLY  
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**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 5/20/2024**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have **“NOT A BID”** written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form **do not recycle it for use in this bid.**
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-112) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

**\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

**\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of **5%** per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



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**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name





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**BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_

Position in the "Business" \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): \_\_\_\_\_

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



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**MBE/WBE Participation Plan**

**Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.**

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE			
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>			<b>Date</b>
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>			<b>Date</b>

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_  
Project /Item Description (as seen on RFP): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

<b>MBE/WBE Company Name</b>	<b>Individual's Name</b>	<b>Company Name</b>	<b>Why did you choose not to work with this company?</b>

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



**BOARD OF CONTRACT AND SUPPLY  
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## **BID PACKAGE SPECIFICATIONS**

### **Bidding Requirements**

1. All required information must be submitted with the bid for it to be valid and considered.
2. The bid shall be a lump sum price for the timber to be harvested from the area shown on the enclosed map designated as Schedule C, an estimate of the volume from the area being on Schedule B. The bid will include unit prices payable to Providence Water for additional timber that may become available and offered by Providence Water to the contractor for harvest. The volume for additional timber will be based on accepted practices.
3. The bid shall include a list of harvesting equipment to be used during this project. Any equipment not on this list which the Operator wishes to utilize is subject to PW written approval prior to use.
4. The bid shall include a list of subcontractors, if any, the Operator intends on using during this harvest. Any sub-contractor not on this list, which the Operator wishes to utilize for this harvest is subject to PW written approval prior to use.
5. The bid shall include a two thousand-dollar (\$2,000.00) bid bond in the form of a check made payable to Providence Water which will become a performance bond for the successful bidder.

### **Insurance Requirements**

1. The Operator shall maintain General Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) for the duration of this contract and for one year after completion of the contract. The Operator shall submit evidence of insurance to the Providence Water's General Manager. The designated insurance carrier shall submit insurance endorsements listing the City of Providence, Providence Water, its officers, and agents as co-insured on the General Liability Insurance in accordance with the requirements of the City of Providence. Carrier shall be a company with no less than a B rating and shall provide thirty (30) days advance written notice of cancellation or termination to Providence Water's General Manager. An example of this document and how it must be filled out is attached.
2. The Operator shall show proof of Worker's Compensation and Occupational Disease Insurance covering all employees of the Operator with limits of not less than \$1,000,000 for each accident or illness. If exempt from Worker's Compensation Insurance, a Notice of Designation as an Independent Contractor Pursuant to RI General Law 28-29-17.1 form, with the Providence Water Supply Board listed as the hiring entity must be correctly completed and filed before work is to begin. As the hiring entity, Providence Water will receive by mail a "Notice of Designation" that will serve as evidence of the filing.



**BOARD OF CONTRACT AND SUPPLY  
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***MOUNT MISERY TIMBER HARVESTING SERVICES***

**SCHEDULE A**

**SCOPE OF SERVICES**

**(I) TIMBER HARVESTING**

- Install timber mats or other protection on the earthen causeway that crosses Wilbur Hollow Brook. The protection shall be installed to prevent rutting and damage to the ±500-foot causeway and the concrete culverts that carry the brook under the causeway. The protection is to be installed prior to skidding or forwarding wood across the causeway. The bid shall include the type and size of protection the contractor will be using. This will include the dimensions and material they are made of. If the contractor proposes another way of protecting the causeway and culverts, it shall be included in the bid. All material to be removed from the site upon the completion of the project.
- Equipment and vehicle width crossing the berm over Wilbur Hollow Brook and wetlands shall be equal to or less than nine feet (9'-0").
- Harvest approximately 140,861 board feet of sawtimber and 82 cords of pulpwood. Trees have been marked with blue paint at eye and stump level.
- Leave standing dead trees that are not marked with blue paint standing unless they become a safety hazard or as otherwise directed by PW. These dead trees are being retained for their wildlife value.
- Leave access roads cleared of debris and drivable with a 4-wheel drive vehicle. Extent of access roads that need to be left cleared and drivable have been identified with orange flagging.



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## **SUPPLEMENTAL INFORMATION**

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

**All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.**

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the





**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
  13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
  14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
  15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
  16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
  17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
  18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

**REQUEST FOR PROPOSAL FOR  
CONSTRUCTION MANAGEMENT AT-RISK SERVICES  
PROVIDENCE WATER SUPPLY BOARD  
P.J. HOLTON WATER PURIFICATION PLANT  
SERVICE WATER SYSTEM UPGRADES**

**March 2024**



IMAGE SOURCE: 2023 RIGIS STATEWIDE ORTHOPHOTOGRAPHY

**PRE-PROPOSAL MEETING/WALKTHROUGH  
(NON-MANDATORY):**

**Monday, April 15, 2024 @ 10:00 am  
P.J. Holton Water Purification Plant  
61 North Road  
Scituate, RI 02831**

**TECHNICAL PROPOSAL  
DUE DATE:**

**Monday, May 20, 2024 @ 2:00 P.M.  
Room 311  
Providence City Hall  
10 Dorrance Street  
Providence, RI, 02903**

**PROJECT MANGEMENT TEAM:**

**Providence Water  
Pare Corporation**

**PROJECT CONTACTS:**

**Ben Stoops, Project Manager  
Providence Water  
Tel (401) 521-6300 Ext. 7280,  
[benjamins@provwater.com](mailto:benjamins@provwater.com)**

**Andrew Hook, Engineer II**

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## SECTION 1      **GENERAL INFORMATION**

### 1.01    SUMMARY

Providence Water is soliciting Proposals from Construction Management At-Risk (CMAR) firms to provide professional management and construction services during the design and rehabilitation of the service water system located at Providence Water's Treatment Plant at 61 North Road in Hope, RI.

The project consists of rehabilitation and upgrades to the treatment plant's service water tank and flow metering system, both of which are part of the plant's service water system that supplies potable water to the chemical injection and domestic water systems. Pressure in the system is currently supplied by the 40,000-gallon elevated steel water storage tank located at the plant, which was installed in 1959. The water storage tank will be removed from service for rehabilitation work and upgrades to the service water system will be performed to maintain the existing level of service while the tank is offline. Service water system upgrades will be performed by others under separate contracts.

Once the service water system has been upgraded to constantly maintain adequate pressure in the system, rehabilitation work will be performed on the tank. Tank rehabilitation work will include new interior and exterior coatings, interior sacrificial anodes, lightning protection, overflow pipe, guardrail modifications, tank vent, tank ladder, and other water storage tank appurtenances.

In addition to upgrades associated with tank rehabilitation, flow metering devices will be installed on the chemical injection and service water supply lines to provide Providence Water a better understanding of the water demands within the service water system. It is anticipated that nine (9) total flow meters will be installed to measure flow on the service water mains and chemical injection systems.

The CMAR will be a member of the Project Team consisting of representatives from Providence Water, the Engineer, and other consultants as required. It will be the responsibility of the CMAR to integrate the design and construction phases to develop schedules; prepare project construction estimates; study labor condition and any other way deemed necessary to contribute to the development of the Project during the pre-construction/design phase. The CMAR firm shall develop a Guaranteed Maximum Price (GMP) as defined in Section 2.03.

The CMAR will be responsible for managing, scoping, planning, estimating, scheduling, negotiating, and procuring all services and material for the planning and rehabilitation of the facility and site. It is expected that CMAR Proposers will solicit quotes from qualified subcontractors based on the Design Development Documents provided as part of the RFP.

The CMAR shall guarantee that the Contract Sum shall not exceed the Guaranteed Maximum Price. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the CMAR shall bear such cost in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

## 1.02 PROJECT TEAM

Key members of the Project Team are:

Owner:	Providence Water
Engineer:	Pare Corporation
Cathodic Protection Specialist	CorrTech, Inc.

## 1.03 FUNDING

Compliance with State of Rhode Island General Laws, Chapter 37-12 and 37-13, and prevailing Wage Rate provisions is a requirement for Proposers and subcontractors.

## 1.04 SCHEDULE

### Project Schedule

<b>CMAR BID/ AWARD</b>	
CMAR RFP Issued	April 8, 2024
On-site Pre-Bid Meeting/Walk-Through, Non-Mandatory	April 15, 2024, 10:00am
Questions Due Date	May 3, 2024, COB
CMAR Response Due Date	May 20 2024, 2:00 pm
CMAR Award*	July 1, 2024
CMAR Notice to proceed*	July 15, 2024
<b>CONSTRUCTION</b>	
TASK I – PRE-CONSTRUCTION SERVICES*	July 29, 2024

\*Indicates date is subject to change

## 1.05 PROJECT DOCUMENTS

The design development drawings for the Service Water Tank Upgrades and Chemical Injection Feed Metering Projects are included herein as Appendix A. In addition, to the design drawings, pertinent Project Documents, and RFP Documents will be available via the Engineer's Microsoft OneDrive shared folder site. Each proposer will be notified of any additional information posted on the OneDrive site as it becomes available during the RFP process. The OneDrive site can be accessed by either clicking the link below or copying and pasting it into your internet browser's address bar:

[https://aro365154440-my.sharepoint.com/:f:/g/personal/ahook\\_parecorp\\_com/EIFI\\_5QFeFRLsy3AvD7FE9ABCSPOCIBIACg\\_VGFKksXWSg](https://aro365154440-my.sharepoint.com/:f:/g/personal/ahook_parecorp_com/EIFI_5QFeFRLsy3AvD7FE9ABCSPOCIBIACg_VGFKksXWSg)

The following items will be available for download from the OneDrive shared folder:

- a) Design Drawings and Technical Specifications for the Service Water Tank Upgrades and Chemical Injection Feed Metering Projects
- b) This RFP and RFP Addenda as they are issued.
- c) Appendices
- d) Service Water Tank Inspection Report prepared by CorrTech.
- e) Service Water Tank Cathodic Protection System Design prepared by CorrTech.

#### PAYMENT/ RETAINAGE

The CMAR's Application for Payments may require up to sixty (60) days for review and approval by the Design Team and Providence Water. Retainage of five (5%) will be deducted from the Certificate for Payment and released after ninety (90) days of the date of the work is accepted. Only one CMAR Application for Payment will be processed per month.

#### LIQUIDATED DAMAGES

Liquidated Damages shall be \$1150.00 per day.

#### SITE & FACILITY SECURITY

The Successful Proposer shall be responsible for 24/7 Site and Facility Security from the day of the issuance of the Notice-to-Proceed until the completion of the project. Providence Water anticipates that the services will be required from July 15, 2024 – July 14, 2025.

END OF SECTION

## SECTION 2      SCOPE OF SERVICES REQUIRED

### 2.01    CMAR PROCESSS EXPECTATIONS

The specific work to be performed by the CMAR is to provide both Pre-Construction and Construction Phase services as further described below. Proposers should recognize that there will be no guarantee that the selected CMAR for the Pre-Construction Phase will be selected for the Construction Phase. At any point in the Pre-Construction, or Construction Documentation process, Providence Water may, at its sole discretion, choose to competitively bid the Project or decide to pursue an alternative approach to project delivery.

### 2.02    PRE-CONSTRUCTION PHASE SERVICES

During the Pre-Construction Phase, the CMAR shall be responsible for cost estimating, scheduling, value engineering, systems life cycle cost analysis, constructability review, bidding, and shall assume responsibility for the completeness of the design documents to eliminate claims that may arise from ambiguities, conflicts, errors, overlaps or omissions in the construction documents. The CMAR firm shall work closely with the Design Team and shall provide all other services required for projects of the type and scope of the Project and customarily provided by a CMAR at risk during the pre-construction phase of the project.

The selected CMAR will be expected to produce a construction schedule that will be issued to assess the current Design Development Documents and serve as a guide for decision-making. The CMAR will offer its expertise in providing suggestions regarding approaches that can improve the Project delivery and completion schedule.

**Note:** It is mutually agreed by Providence Water and the CMAR, that the final Design Development Budget, or any budget produced thereafter, **may** serve as the basis for a preliminary Guaranteed Maximum Price to be included in a future contractual arrangement to construct the project.

(a)      Develop a Project Budget

The CMAR, in consultation with Providence Water, and the Engineer, at a point in the process mutually agreed by all parties, will develop a detailed Guaranteed Maximum Price for the Project that identifies all costs including construction costs, consulting fees, permit fees, testing and inspection fees. The CMAR will assist with “Soft Cost Budgeting” which shall include but is not limited to; furnishings, equipment, inflation, contingencies and all services performed by the CMAR during the Construction Phase.

(b)      Develop a Project Delivery Strategy

The CMAR, in consultation with the Design Team, will analyze project requirements and develop a preconstruction and construction strategy that addresses requirements for function, cost, quality, time and logistics.

- (c) Monitor the Project Master Schedule  
The CMAR will monitor and report on progress during the pre-construction phase. The CMAR will update the Project Master Schedule monthly, will notify the Design Team of any delays or problems, and will recommend any corrective action necessary to meet the schedule.
- (d) Perform Value Engineering Studies  
The CMAR will perform a Value Engineering Study at the completion of the pre-construction phase to evaluate details and finishes. A report will be generated for including recommendations on the selection of systems, details, and finishes. The final selections shall be made in consultation with the Design Team, prior to the preparation of final construction documents.
- (e) Perform Cost Estimating  
The CMAR will prepare detailed cost estimates for all work to be included in the project.
- (f) Perform Constructability Reviews  
The CMAR will review design documents, as they are developed to avoid potential problems and to minimize potential change orders. The CMAR will provide recommendations on contract provisions that establish contractor performance requirements to promote quality cost effectiveness and schedule compliance.
- (g) Provide Monthly Reports  
The CMAR will prepare and distribute monthly reports to the Design Team on the project budget, the status of the project schedule, and general project information.
- (h) Conduct Design Coordination Meetings  
The CMAR will attend bi-weekly design coordination meetings with the Design Team, and other consultants, to discuss and review all items pertinent to the design phase. Additional meetings may be done via conference call on an as-needed basis. The CMAR will prepare and distribute minutes of the meetings in a timely manner.

### 2.03 CONSTRUCTION PHASE SERVICES

At, or near completion of the Construction Documents for the project, the CMAR will develop and provide Providence Water a GMP that will include all construction costs, all other projected costs, general conditions allowances, and CMAR Contingency. The GMP shall display each proposed trade contract amount; the CMAR's fixed fee; and all project-related costs, i.e. bonds, personnel payroll benefits, etc. The Contract Sum shall not exceed the Guaranteed Maximum Price. The CMAR will continue to assist with "Soft Cost Budgeting" which shall include but is not limited to; furnishings, equipment, inflation, contingencies, and all services performed by the CMAR during the Construction Phase.



The CMAR will utilize the 100% Construction Documents as prepared by the Engineer to invite and receive competitive bids on all trade packages and/or materials as a basis for each GMP submission. The CMAR will develop scopes of work based on the 100% Construction Documents.

The CMAR is to conduct a qualification process for all Trade Contractors to ensure that all bidders have the necessary expertise and experience. The CMAR shall submit the list of prequalified trade bidders to Providence Water and the Design Team for an informal review.

**(a) Bidding Phase**

1) Develop Bid Packages

The CMAR will develop bid packages to establish the categories of work into separate contracts that promote competition and provide well-defined and manageable divisions of work. In addition to traditional hard-cost construction items, the CMAR will also be responsible for Bidding the Soft Costs and holding the contract for all Soft Costs.

2) Develop Contractor and Supplier Interest

The CMAR will identify qualified potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The CMAR will investigate potential bidders and suppliers to determine their ability to meet project requirements. The CMAR is to conduct a qualification process for all Trade Contractors to ensure that all Bidders have the necessary expertise and experience. The CMAR shall submit the list of prequalified trade bidders to Providence Water and the Design Team for an informal review. Providence Water reserves the right to suggest an additional list of contractors and vendors for the CMAR to consider as potential qualified contractors and suppliers.

3) Establish Bidding Procedures

The CMAR will establish and implement procedures for the bidding process including the distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, the receipt of bids, and the bidding schedule.

4) Distribute Bid Documents

The CMAR will distribute all bid documents to contractors and maintain accurate records of distribution activities.

5) Conduct Pre-Bid Conferences

The CMAR, in consultation with the Design Team, will schedule, organize, and conduct pre-bid conferences in a manner consistent with the bid schedule.

6) Receive and Evaluate Bids

The CMAR, in consultation with the Design Team, will receive and evaluate the bids and recommend the award of contracts.

- 7) Prepare Construction Contracts  
The CMAR, in consultation with the Design Team, will prepare and coordinate the processing of all construction documents.

**(b) Construction Phase**

- 1) General  
The CMAR, in consultation with the Engineer, will organize and conduct pre-construction meetings with contractors, consultants, and the Owner. The meetings shall include a review of project management, project schedule, and project procedures.
- 2) Maintain On-Site Staff  
The CMAR will provide and maintain a qualified, on-site field staff sufficient to manage the project, conform to the scope of services, and ensure that the work is performed in compliance with the contract documents.
- 3) Process Shop Drawings  
The CMAR, in consultation with the Engineer, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the subcontractors and will coordinate the processing and approval of all submittals with the Engineer. The CMAR will establish and maintain a submittal log to ensure contractor compliance with the contract documents.
- 4) Project Coordination  
The CMAR will provide administration, management, and related services necessary to coordinate the construction activities of the contractors with each other and with those of the CMAR, the Engineer, and the Owner.
- 5) Develop Detailed Construction Schedule  
The CMAR will develop and maintain a detailed construction schedule based upon the construction schedule in the contract documents. The schedule will include start and finish dates for procurement and construction activities and major milestones for each segment of the work. The schedule will be revised and updated monthly.
- 6) Monitor Construction Progress  
The CMAR will review contractor's construction schedules, observe construction progress, and report deviations from the schedule that might delay project completion. The CMAR will consult with contractors to develop and implement corrective actions necessary to meet the project schedule.
- 7) Control Construction Quality  
The CMAR will monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The CMAR will document and report all deficiencies and make recommendations for corrective actions.

- 8) Maintain Construction Records  
The CMAR will maintain current and orderly records of all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, catalog data, directives, change orders, as-built drawings, and all other project related documents.
- 9) Process Applications for Payment  
The CMAR, in consultation with the Engineer, will develop and implement a procedure for the review and processing of contractor payment applications. The CMAR will evaluate the contractor's schedule of values to insure accurate and appropriate payments to contractors.
- 10) Maintain Construction Accounting System  
The CMAR will establish and maintain an accurate and up-to-date construction cost accounting system. All accounting and cost record keeping shall be maintained throughout the duration of the project.
- 11) Conduct Project Meetings  
The CMAR, in consultation with the Owner and the Engineer, will conduct bi-monthly meetings at the job site to discuss job progress, resolve problems, and make decisions. The CMAR will prepare and distribute accurate meeting minutes in a timely manner.
- 12) Conduct Construction Superintendent Meetings  
The CMAR will conduct weekly meetings at the job site with the construction superintendents to coordinate construction activities and discuss project progress. The CMAR will prepare and distribute accurate meeting minutes in a timely manner.
- 13) Prepare and Maintain Field Reports  
The CMAR will prepare and maintain daily job site reports including weather conditions, number of workers, equipment in use, contractor activities, general activities, and special occurrences.
- 14) Process Change Orders  
The CMAR, in consultation with the Owner and the Engineer, will develop and implement a system for review and processing of change orders. The CMAR will estimate the cost of all change orders, ensure the validity of change orders, and negotiate the cost of change orders with the contractors on behalf of the Owner.
- 15) Coordinate Inspections and Testing  
The CMAR, in consultation with the Engineer, will determine the requirements and make recommendations for inspections and testing. The CMAR, in consultation with the Owner and the Engineer, will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

- 16) Recommend Construction Changes  
The CMAR will evaluate work in progress and make recommendations for changes in the work based on field conditions, improved quality, cost savings, or time savings.
- 17) Maintain Photographic Records  
The CMAR will coordinate and maintain photographic and/or videotape records of construction activities and project progress on a regular basis.
- 18) Provide Monthly Reports  
The CMAR will prepare and distribute a monthly report to the Owner and the Engineer including information on schedule, budget, quality, safety, logistics, and general project information.
- 19) Monitor Contractors' Safety Programs  
The CMAR will review and monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.

**(c) Close-Out Phase**

- 1) Develop Close-Out Program  
The CMAR, in consultation with the Owner and the Engineer, will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.
- 2) Coordinate Systems and Equipment Testing  
The CMAR will coordinate, monitor, and document for testing, calibration, and start-up of all installed equipment and systems.
- 3) Process Operation Manuals and Warranties  
The CMAR will collect and catalog all operating and instruction manuals for all installed equipment and materials. The CMAR will collect, log, review, and submit to Owner all warranty documentation.
- 4) Coordinate Training  
The CMAR, in consultation with the Owner, will coordinate and assist in any required training of Owner's personnel on the operation and maintenance of systems and equipment.
- 5) Coordinate Substantial and Final Inspections  
The CMAR, in consultation with the Engineer, will schedule and coordinate substantial completion and final inspections. The CMAR will assist the Engineer in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

6) Warranty

Upon Substantial Completion, a blanket warranty for one year for all labor and materials is required. This warranty shall be separate and apart from any other warranty.

END OF SECTION

## SECTION 3 SUBMISSION FORMAT AND REQUIREMENTS

### 3.01 PROPOSAL SUBMISSION REQUIREMENTS

At a minimum, each firm shall submit the following to be considered responsive to the RFP.

- a. **Cover Letter** The cover letter shall be signed by an officer of the CMAR firm authorized to commit the firm.
- b. **Provide the following information about your firm:**
  - Name of firm
  - Address of main office and any branch office
  - Telephone number and fax number of each office
  - Name and title of contact person
  - Names of officers in firm and an organizational chart
- c. Provide a brief overview of your firm including the number of years the firm has provided construction management services.
- d. Provide a description of the methodology your firm will use to substantiate and document any savings achieved by your firms' participation.
- e. **Project Approach:** The CMAR shall provide a narrative on how they will provide a sustainable design.
- f. **Experience and References:** Provide a listing of similar water infrastructure projects that your firm has completed within the past (5) years with a construction value of at least \$2 million. Provide a minimum of three (3) and a maximum of five (5) projects that were similar in scope and size. Provide any other relevant experience documentation. Provide the following information for each project:
  - Name of project
  - Name and location of project
  - Name, title, and telephone number of project owner
  - Project description
  - Project schedule including start and completion dates
  - Construction document estimate and actual bid total
  - Final construction costs including change orders
- g. Project Schedule
- h. Financial References – Companies must have financial stability to execute their work.
- i. Fee Proposal Appendix D
- j. Litigation/ Arbitration History – List any current (or within the past five years) litigation or arbitration issues.

### 3.02 PROJECT TEAM

- (a) Identification of the Project Team. Identify the key staff proposed for the project including the Principal-in-charge, the Project Executive, the Project Managers, the Project Superintendents, and other staff with responsibility for completion of each phase of the Project.

- (b) Provide an organizational chart of your proposed construction management team for this project. Provide a resume for each member of the proposed team including education, general experience and their proposed role in the project. Provide a description of the Project Team's background and experience with construction management projects, in particular CMAR.
- (c) The key team members should include at a minimum the following:
  - a) Principal in Charge
  - b) Project Executive
  - c) Senior Project Manager
  - d) Project Superintendent
  - e) Lead Estimator
  - f) Inspector
  - g) Safety Manager
  - h) Scheduler
  - i) CADD Drafter
  - j) Clerical/ Typist

### 3.03 FEE PROPOSAL

- (a) The FEE PROPOSAL is included in Appendix D

### 3.04 GENERAL CONDITIONS/GENERAL REQUIREMENTS

All items included General Conditions/General Requirements will ultimately be negotiated and included within the GPM. Please provide a detailed line item budget for the General Conditions/General Requirements. Proposals must address each of the items listed with a dollar amount as well as a breakdown of labor and material costs. Unless exclusions are specifically set forth, it will be assumed that the amounts stated include the complete scope of work reasonable inferred to be incorporated with that line item. Such General Conditions shall be inclusive of any scope that the Proposer might otherwise transfer to any subcontractor for future performance or fulfillment.

In determining the Lump Sum Price for the General Conditions/General Requirements the Proposers shall refer to the Table included in Appendix D, Fee Proposal as a minimum.

END OF SECTION

## SECTION 4 PROPOSAL EVALUATION & SELECTION CRITERIA

### Proposal Evaluation Criteria

1. In evaluating Proposals, Providence Water will consider the qualifications and relevant experience of CMAR firms, as well as whether the Proposals comply with the prescribed requirements.
2. Providence Water may conduct such investigations as Providence Water deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the CMAR firms. Providence Water reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any CMAR firm if Providence Water believes that it would not be in the best interest of the Project to make an award to that CMAR firm, whether because the Proposal is not responsive, or not suitably experienced in all aspects of the required scope of work, or of doubtful financial ability, or fails to meet any other pertinent standard, or criteria established by Providence Water. Providence Water also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful CMAR firm.
3. Evaluation Criteria
  1. The following will all be factors in the determination of a qualified and successful CMAR firm:
    - a. Prior significant experience of each proposing firm and of their current technical personnel.
    - b. Understanding of the project and work, proposed scope of services and the soundness and thoroughness of the project management plan presented for the necessary services and delivering of the project.
    - c. Cost relative to the value received from proposed services and proposed schedule.
    - d. Quality and completeness of the proposed services and proposal submission.
  2. The following table indicates the relative significance of each criteria to be used in determining the successful CMAR firm:

Evaluation Criteria	Distribution
1. Staff/Firm's Significant Relevant Experience and Performance	25%
2. Experience & Qualifications of Key Personnel	25%
3. Total Proposal Cost Versus Value/Schedule	25%
4. Quality and Completeness of Proposal/Understanding of the Work	25%



Providence Water retains the exclusive right to determine the qualifications and capabilities of any firm in providing needed services to Providence Water and to award in consideration of the best interest of Providence Water and the City of Providence.

END OF SECTION

## SECTION 5      **PROPOSAL EVALUATION**

1.      Staff/Firm's Significant Relevant Experience and Performance
  - a.      This factor considers the number and complexity of comparable projects associated with the CMAR firm's key personnel. It also addresses previous client assessments of CMAR firm's performance and team experience working together. In addition, adherence to schedule will be considered.
  - b.      Previous Client Assessment of CMAR firm's Performance and adherence to Schedule.
  
2.      Experience & Qualifications of Key Personnel
  - a.      CMAR firm must clearly demonstrate an understanding of the goals and objectives of the project.
  - b.      CMAR firm must include a detailed approach to the project that includes task sequencing and an estimated schedule that clearly describes the tasks that need to be completed to meet the project objectives.
  - c.      CMAR firm must include a Detailed Work Plan identifying all the work items, tasks, and personnel required for the successful management and implementation of the projects.
  - d.      CMAR firm must identify any unknown or variable issues that may impact the overall cost of the project once the project is underway. In these cases, the CMAR firm must clearly describe any assumptions that have been made with regards to the issue. (i.e. data validity, or assistance by owner)
  - e.      CMAR firm must clearly identify areas and tasks that will require a significant effort by the owner to complete. This should include an explanation of the reasons why the involvement of the owner is either important or required.
  
3.      Total Proposal Cost Versus Value/Schedule Value
  - a.      Proposal Costs will be evaluated based on the Fee Proposal, and hourly rates.
  - b.      Value will be evaluated based on the description of the CMAR firm's understanding of the project, approach and methodology, and the CMAR firm's past relevant experience with the work requirements identified in the proposal.

4. Quality and Completeness of Proposal/Understanding of the Work
  - a. The proposal document will be evaluated for
    - 1) Organization
    - 2) Adherence to proposal format
    - 3) Inclusion of all forms and information requested.
    - 4) Description of Project Team and Team Member Roles
    - 5) Quality and neatness, including proper grammar, spelling, etc.

END OF SECTION

# **APPENDIX A – DESIGN DEVELOPMENT DRAWINGS AND TECHNICAL SPECIFICATIONS**

(Also available on Engineer's OneDrive Website)

**APPENDIX B – AIA A201 - 2007 GENERAL CONDITIONS; AIA Document  
A133-2009 – CMAR AGREEMENT**

**APPENDIX C – INSURANCE REQUIREMENTS**

## APPENDIX D – FEE PROPOSAL

**SECTION 00410  
BID FORM**

**CMAR SERVICES FOR WATER SYSTEM UPGRADES**

**BID FROM:**

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

(SEAL)

If incorporated, State of Incorporation: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Type of Business (from incorporation papers): \_\_\_\_\_

By: \_\_\_\_\_

(Signature - attach evidence of authority to sign if not an individual submitting Bid)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Bidder State of Rhode Island License Information:**

<u>License No.</u>	<u>Type of License/Trade Licensed</u>
_____	_____
_____	_____
_____	_____
_____	_____





**CITY OF PROVIDENCE  
STATE OF RHODE ISLAND  
BOARD OF CONTRACT AND SUPPLY**

**BIDDER'S BLANK**

Name of Company	
agrees to bid on: (item to be bid)	<b>CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR PROVIDENCE WATER SERVICE WATER SYSTEM UPGRADES</b>
Date of Award:	
Total Amount in Writing:	Referenced Statement Below
Total Amount in Figures:	Referenced Statement Below

Additional Bidding Details  
Specifications  
(Use Additional Pages if Necessary)

- Acknowledge receipt of all Addenda to the
- Conforms to Specifications
- Modifications to Specifications. If yes, Please note
- Required MBE/WBE Forms submitted with Bid

**Only Bids in which the Bid Schedule is completed and submitted in full will be considered.**

Federal ID# or Social Security:	
SIGNATURE:	
Title of Person Signing:	
Firm Name:	
Address:	
Phone Number:	
Delivery Date:	
Name of Surety Company:	

Purchasing Department, City Hall, Room 305 Providence, RI 02903, (401) 421-7740 ext. 261 / 751-0203 (TDD)



**CITY OF PROVIDENCE  
STATE OF RHODE ISLAND  
BOARD OF CONTRACT AND SUPPLY**

**BIDDER'S BLANK ATTACHMENT 1**

Construction Management At-Risk Services  
For the Providence Water  
Service Water System Upgrades Project

**KEY PERSONNEL  
HOURLY RATES**

Principle in Charge \$ \_\_\_\_\_ per hour

Project Executive \$ \_\_\_\_\_ per hour

Senior Project Manager \$ \_\_\_\_\_ per hour

Project Superintendent \$ \_\_\_\_\_ per hour

Lead Estimator \$ \_\_\_\_\_ per hour

Inspector \$ \_\_\_\_\_ per hour

Safety Manager \$ \_\_\_\_\_ per hour

Scheduler \$ \_\_\_\_\_ per hour

CADD Drafter \$ \_\_\_\_\_ per hour

Clerical/Typist \$ \_\_\_\_\_ per hour

In addition to the minimum positions and rates listed above, proposers shall provide with their proposal, a supplemental list and hourly rates of all positions they deem necessary to effectively complete the work described herein.



**CITY OF PROVIDENCE  
STATE OF RHODE ISLAND  
BOARD OF CONTRACT AND SUPPLY**

- 1) **CMAR Pre-Construction Phase Fee.** Please state the amount of the proposed CMAR fee at a fixed lump sum amount for the Pre-construction Phase services which have been outlined in this Proposal.

Construction Management At-Risk Lump Sum Pre-construction Fee:

\$ \_\_\_\_\_

- 2) **CMAR Construction Phase Fee.** Please state the amount of the proposed CMAR fee as a fixed, Lump Sum fee. The fee shall be considered to be the CMAR's overhead and profit for the project. If items in addition to overhead and profit are included in this fee, the proposer shall identify these items in an attachment to this fee proposal. Note that the proposer shall base their fee upon the Construction Cost Estimate inclusive of contingencies, therefore no increase in fees or markups will be allowed on change orders.

Construction Management At-Risk Professional Fixed Fee: \$ \_\_\_\_\_

- 3) Provide a construction cost estimate as an attachment to this fee proposal based on the design documents provided. Include a breakdown of the estimate, utilizing CSI 16 division breakdown at a minimum. The construction cost estimate will be one of the criterion upon which the overall responsiveness of the bidder's proposal will be weighed. If mutually agreed upon by Providence Water and the successful proposer, the construction cost estimate may be used as the basis for the development of the GMP. Given that the drawings included in the design are not complete, the construction cost estimate shall include design and construction contingencies in amounts deemed appropriate by the proposer. These amounts shall be clearly identified in the estimate. Each proposer shall also carry the following allowances in the construction cost estimate:

a)	SCADA Integration – (Performed by R.E. Erikson Co./Avanceon)	\$200,000
b)	Security – (Performed by BCM Controls, Corporation)	\$50,000
c)	Landscaping	\$50,000
d)	Unknown Conditions	\$100,000

Construction Cost Estimate \$ \_\_\_\_\_



**CITY OF PROVIDENCE  
STATE OF RHODE ISLAND  
BOARD OF CONTRACT AND SUPPLY**

4) **BONDS & INSURANCE**

**Total of CMAR Direct Costs for Bonds and Insurance**

Please state separately the direct cost in dollars for all bonds and insurance anticipated for this project. The amount to be paid for the costs of bonds and insurance shall be adjusted to reflect the actual GMP amount. Providence Water will reimburse only actual costs without any markup.

Proposed Cost for Bond\* \$ \_\_\_\_\_

Proposed Cost for Insurance\* \$ \_\_\_\_\_

\*Please specify if the amounts included the cost of bonds or insurance for subcontractors. If so, please provide details including the CMAR's policy for bonding subcontractors and suppliers.

5) **General Conditions/General Requirements**

Please state the amount of the lump sum fee for general conditions/general requirements as outlined in the attached spreadsheet. Proposers may add/subtract items and categories as deemed necessary. If any item is deemed not necessary the proposer shall show a strike-through the applicable item description and also a zero in the bid amount. Proposers must complete the attached detailed breakdown of labor titles, hourly rate, and number of estimated hours through completion of the project. Note that general conditions/general requirements amounts will be finalized when the GMP is developed. A construction contingency will be included in the GMP, therefore markups on change orders will not be allowed. It is Providence Water's intent to use the entire contingency during construction.

**BIDDER'S BLANK ATTACHMENT 1**

Construction Management At-Risk Services  
for the Providence Water  
Service Water System Upgrades Project

<b>PROVIDENCE WATER</b>					
<b>SERVICE WATER SYSTEM UPGRADES PROJECT</b>					
<b>GENERAL CONDITIONS / GENERAL REQUIREMENTS SPREADSHEET</b>					
<b>SUBMITTED BY:</b>					
<b>DATE:</b>					
<b>Item Description</b>	<b>Bid Amount</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Bid Amount</b>
<b>GENERAL CONDITIONS:</b>					
<b>General Requirements:</b>					
Field Office Communications					
Field Office Equipment					
Field Office Supplies					
Blueprints, Printing & Photocopying					
Postage / Courier					
Drinking Water					
Hoist / Operator					
Temp Lighting					
Temp Electric Usage					
Temp Heating Equipment					
Temp Heating Fuel					
Web Cam					
PM and Super Vehicles					
Cell Phones					
Construction Signs					
Sidewalk & Street Permits					
Meter Rentals					
Site Security					
Temp Safety - Material & Labor					
Rubbish Removal / Dumpster Service					
Dumpsters					
Surveying & Field Eng. Labor for Bldg Control					
Pest Control					
Construction Fence					
Equipment Rentals by GV					
Staging & Scaffolding					
Dust Control & Street Sweeping Services					
Interim Cleaning - Material & Labor					
Final Cleaning - SUB					
Weather Protection					
Window Clean Interior / Exterior					
Travel & Mileage					
General Liability Insurance					
Sub Guard Bonds					
CM Payment & Performance Bond					
C of O Fees					
Expeditor Cost					
Building Permit					
Other General Requirements - List Separately					
<b>Subtotal - General Requirements (a)</b>					

**BIDDER'S BLANK ATTACHMENT 1**  
 Construction Management At-Risk Services  
 for the Providence Water  
 Service Water System Upgrades Project

<b>PROVIDENCE WATER</b>					
<b>SERVICE WATER SYSTEM UPGRADES PROJECT</b>					
<b>GENERAL CONDITIONS/GENERAL REQUIREMENTS SPREADSHEET</b>					
<b>SUBMITTED BY:</b>					
<b>DATE:</b>					
<b>Item Description</b>	<b>Bid Amount</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Bid Amount</b>
<b>GENERAL CONDITIONS (continued)</b>					
<b>Labor: Name:</b>					
Project Executive					
Project Manager					
Asst. Project Manager					
General Superintendent					
Field Superintendent					
Asst. Field Superintendent					
Project Engineer					
MEP/FP Coordinator					
Cost Estimating					
BIM/CAD					
Scheduling Engineer					
Safety Manager					
EEO officer					
Accounting Administration					
Other CM Labor (specify all other CM labor to be billed to Project)					
<b>Subtotal - Labor (b)</b>					
<b>Total General Requirements &amp; Labor (a) + (b)</b>					
<b>Assumed No. of Weeks of General Conditions/Project</b>					