

ON-CALL PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

The Town of Cumberland (the "Town") is requesting Requests for Qualifications (RFQ's) from qualified firms to provide professional Architectural, Landscape Architectural, Engineering and Land Surveying services as required by the Town and fully described in the "Scope of Services." Sealed RFQ's will be received by the Town at the Office of the Mayor until **2:00 P.M. on February 1st, 2023.**

Each submittal should be sealed, clearly marked **"2023-0201-01 On Call Professional Architectural & Engineering and Services"** and addressed to:

Town of Cumberland
Office of the Mayor
Attention: Sarah King
45 Broad Street
Cumberland, RI 02864 and

The Proponent shall provide five (5) hard copies of each RFQ and email a .PDF version to sking@cumberlandri.org.

Any RFQ may be withdrawn prior to the above scheduled time for the opening of RFQ's or authorized postponement thereof.

Any RFQ received after the time and date specified above shall not be considered.

3. CONDITIONS

It is the intent of the Town to pre-qualify Consulting firms per specific discipline outlined in the "Scope of Services". As the need arises and funds become available, the Town will request the pre-qualified firms to provide detailed proposals for the specific projects. Each proponent shall fully acquaint themselves with conditions of the scope of work requested. It is also expected that the proponent will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum, or other document, or to acquaint themselves with existing conditions, shall in no way relieve it of any obligations with respect to their RFQ or to the Contract. The Town shall make all such documents available to the Proponents.

The Proponent shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Proponent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

4. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the Town in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the Director of Public Works, Joseph Duarte (jduarte@cumberlandri.org). Any verbal statements regarding same by any person prior to the award, shall be unauthoritative and not binding.

Addenda issued to Proponents prior to date of receipt of RFQ's shall become a part of the Contract Documents, and all RFQ's shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of RFQ's will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by regular mail, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of RFQ's.

5. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The RFQ must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership, or individual, shall also be stated in the RFQ.

A corporation shall execute the RFQ by its duly authorized officer(s) in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proponent shall give full names of all partners. Partnership and individual Proponents will be required to state in the RFQ the names of all persons interested therein.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the RFQ.

Anyone signing an RFQ as an agent of another or others must submit with their RFQ, legal evidence of their authority to do so.

6. COMPETENCY OF PROPONENT

The opening and reading of the RFQ shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The Town reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

The Town's required submission with the RFQ shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent.

Evidence that the Proponent is in good standing under the laws of the State of Rhode Island, and, in the case of corporations organized under the laws of any other State, evidence that the Proponent is licensed to do business and in good standing under the laws of the State of Rhode Island or sworn statement that it will take all necessary action to become so licensed if its RFQ is accepted. That the Proponent is in good standing with the Rhode Island Board of Professional Registration.

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether he/she is a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath.

- (a) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to Town, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the RFQ.
- (c) Evidence, in form and substance satisfactory to Town, that the Proponent's experience as a going concern in Engineering Services derives from operations of comparable size and scope to that contemplated by the RFQ.
- (d) Such additional information as will satisfy the Town that the Proponent is adequately prepared to fulfill the Contract.

7. DISQUALIFICATION'S OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of its RFQ:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

8. EVALUATION OF PROPOSALS

The Town will pre-qualify no more than five (5) firms per specific discipline outlined in the "Scope of Services." As the need arises and funds become available, the Town will request the pre-

qualified firms to provide detailed proposals for the specific projects. The proposals will be evaluated and awarded to the most superior firm based on the following criteria:

- Company Qualifications
- Personnel Qualifications
- Performance Record
- References

Upon determining the most superior qualified firm, the Town shall have the sole option to negotiate a fair and reasonable contract with the consultant for the services required. The Town reserves the right to seek a separate firm if they are unable to negotiate a fair and reasonable contract.

At the discretion of the Town, pre-qualified firms shall remain selected for a period of three (3) years with the option for a one-year extension.

Projects that have been authorized with consultants currently under contract will proceed to finalization and will not be affected by this RFQ.

9. SUBMISSION REQUIREMENTS

The Proponent shall provide five (5) copies of each proposal.

A. Company Profile

Specialized design experience is required of the company in a series of work areas - proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work:

1. Experience demonstrated on similar projects.
2. Knowledge of current issues and state of the art techniques in the relevant technical areas.
3. The ability to provide the necessary skills and expertise from in-house resources.
4. Methods for assuring product quality, cost control, delivery schedule, and project oversight (a narrative description of the CONSULTANT's quality control plan must be included).
5. The CONSULTANT should address the proposed level of effort by task for each employee category.

All preceding elements are of equal importance.

B. Key Personnel

Specialized experience is required of the project personnel proposed to undertake the work assignments - proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel:

1. Availability of the proposed staff must be demonstrated.
2. A demonstrated expertise and ability for rapid turn-around and flexibility on short-term projects.
3. Project Manager(s) must have the ability to effectively direct multiple simultaneous work assignments.
4. Project Manager(s) must have the ability to integrate and utilize interdisciplinary teams effectively on assignments requiring a variety of skills and expertise from in-house resources.

Provide summary resumes of the key personnel indicating their project role and past experience which relates to the work to be accomplished under this contract.

C. Relevant Experience

Provide five relevant projects to the work specific to the services being proposed. Include detailed information related to the contract, including the project name, location, scope of work and time frame. Demonstrated experience in the type of work required.

D. References

Please provide the names of three references who can best relate to the Town your past performance on projects of a similar nature. Provide the name, recently verified phone number and address of these individuals.

10. INSURANCE

LIABILITY INSURANCE. On all work to be done, the Consultant or sub-consultants shall obtain before work is commenced, and keep in effect until the work is completed and accepted, the following type of liability insurance, and in addition to any other forms of insurance or bonds required under the terms of the contract and specifications. The Town shall be listed as the primary insured on the certificate.

Original Certificates of Insurance shall be furnished Prior to award of contract and attached to the executed copies of the Contract when executed. The Town shall immediately be notified by the Consultant and the insurance company of the termination or cancellation of the policy, and the protection shall be renewed before further work will be permitted at the site by the Consultant.

The Consultant shall not cause any policy to be canceled or permit them to lapse and shall not be subject to cancellation or a reduction in the required amounts of liability or amounts of insurance until notice has been mailed by registered mail to the Town Manager stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective.

OTHER DATA: In the event the form of any policy or certificates or the amount of insurance of the companies writing it are not satisfactory to the Town, the Consultant shall secure other policies or certificates in form and amount and with companies satisfactory to the Town. The Consultant shall not cause policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or, amounts of insurance until notice has been sent by registered mail to the Town stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. All policies and certificates by the accepted successful Proposer shall be delivered to the Town immediately before preparation of the final contracts.

WORKER'S COMPENSATION INSURANCE. The Consultant shall provide adequate Worker's Compensation insurance for all employees employed on the project who may come within the protection of such laws. Said insurance shall be written with such company as may be acceptable to the Town and the policy shall be submitted to the Town for examination. Satisfactory certificates of said insurance shall be filed with the Town prior to the commencement of operations by the Consultant. The Consultant will be charged with the responsibility for proper and adequate Worker's Compensation coverage for all their subcontract operations, and in the event the Consultant's policy does not cover each and every sub consultant, certificates of insurance issued on policies by companies that may be acceptable to the Town covering each and every sub-consultant shall be filed with the Town prior to the commencement of such subcontract operations.

Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance Policy or Policies here and above required to be furnished by the Consultant or by separate policies of insurance as follows:

- (1) Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:
 - (a) Excavation (including borrowing, filling, or backfilling in connection therewith) tunneling, pile driving, cofferdam work or caisson work; or
 - (b) Moving, shoring, underpinning, raising or demolition of all building or structure, or removal or rebuilding of any structural support thereof.
- (2) Property Damage Liability for injury to or destruction of property arising directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

(3) Property Damage Liability for:

- (a) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or within project limits:
- (b) Injury to or destruction of property at any time resulting therefrom.

The Consultant shall require similar insurance in such amounts to be taken out and maintained by each sub consultant.

The insurance company shall agree to investigate and defend all claims and suits against the insured for the damages covered, even if groundless, until the insurance company shall elect to effect settlement.

The cost of such insurance shall be distributed over the various prices submitted in the Proposal.

a. CONSULTANTS COMPREHENSIVE PUBLIC LIABILITY
AND PROPERTY DAMAGE LIABILITY INSURANCE

The consultant shall furnish evidence to the Town that with respect to the Operations they perform, that they carry regular Consultant's Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person, and subject to that limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Consultant's Comprehensive Property damage liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

If any of the work is sublet, similar insurance shall be provided by or in behalf of the sub consultants to cover their operations.

b. SUB-CONSULTANTS COMPREHENSIVE PUBLIC LIABILITY AND
PROPERTY DAMAGE LIABILITY INSURANCE

The Consultant shall furnish evidence to the Town that with respect to the operations performed for them by sub consultants, that they carry in their own behalf, consultant's Comprehensive Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person, and subject to that limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily Injuries to or death of two or more persons in any one accident and Consultant's Comprehensive Property damage liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

ERRORS AND OMISSIONS INSURANCE

The Consultant shall furnish evidence to the Town that with respect to the operations they perform, and for them by subconsultants, that they carry on their behalf and the subconsultant's, Error's and Omission's insurance in an amount to cover the particular project amount.

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES” **FOR THE TOWN OF CUMBERLAND**

SCOPE OF WORK

I. INTRODUCTION

The Town of Cumberland, Rhode Island is soliciting RFQ's for professional engineering, architectural, landscape architectural and land surveying services as required by the Town. Said services may include survey, engineering and architectural studies and designs, cost estimating, and construction administration activities related to public utility and building infrastructure. Consultants submitting proposals may be short-listed for specific projects and then requested to submit detailed technical proposals. Upon determining the most superior qualified firm, the Town shall have the sole option to negotiate a fair and reasonable contract with the consultant for the services required. The Town reserves the right to seek a separate firm if they are unable to negotiate a fair and reasonable contract.

It is not necessary for a respondent to be qualified in all areas of expertise listed herein in order to submit a proposal and to be considered for work under this offering.

II. SCOPE OF SERVICES

It is the intent of the Town to negotiate a specific Scope of Work on a project-by-project basis with the selected consultant, considering the required work elements, the available information and resources that the Town may have, and the consultant's particular skill set. The selected consultant will be required to provide a detailed written estimate of their anticipated fees for each such project. No actual work on the project can commence or will be considered until written authorization to proceed is granted by the Town.

Specific disciplines that may be used under this format include:

- Architectural Services
- Building Assessments
- Landscape Architectural Services
- Site Plan Review
- Traffic and Transportation
- Storm Water Conveyance and Treatment, and Flood Control
- Water Treatment, Conveyance, and Storage (including Hydraulic Modeling)
- Wastewater Treatment, Conveyance, and Sewer Use Rate Studies
- HVAC, Electrical, and Mechanical Engineering
- Land Surveying
- General and Miscellaneous Civil Engineering and Survey Services, such as plan updating, GIS, digitizing, mapping for conceptual studies, etc.

The following is illustrative, but may not necessarily be all-inclusive of the scope of services that may be required. Obviously, projects that are smaller in scope may not include all of these elements. Attendance at meetings with the staff and Town officials is included within the overall scope (to be defined on a job-by-job basis). Attendance and oral testimony at Planning Board and Town Council meetings for certain projects may also be required.

The required Scope of Work may include four (4) phases: (1) conceptual development and planning, (2) the preparation of design plans and specifications, ready for bidding, and permitting services; (3) bidding services; and (4) administrative services during construction, as all are necessary to support the complete construction of the proposed improvements:

- (1) Conceptual Development and Planning services will include feasibility studies and "order-of-magnitude" cost estimating services. While the Town will typically coordinate all funding processes, this phase may include the investigation into and application for applicable grant and/or loan funding.
- (2) Design Services shall include the delivery of design documents in accordance with industry standard utility and site work plans, and shall include the following:
 - Preparation of schematic design drawings, calculations, and draft specifications necessary to fully support the Facility design and construction.
 - Preparation of a construction sequence plan and timeline.
 - Probable opinion of cost.
 - Preparation of final drawings and specifications, ready for bidding, in accordance with generally accepted standards for utilities and site work, and in conformance with all applicable Federal, State, and local codes.
 - Permitting and regulatory compliance – reports, exhibits, etc. as necessary to support all permit applications.

Third party peer review of traffic studies, architectural plans, engineering plans and landscape designs for land development projects submitted to the Planning Department.

3. Bidding Services shall include answering questions and issuing addenda as necessary during the advertising and bidding phase of the project, evaluating bids that are received, and providing a written bid evaluation and recommendation for an award of a construction contract.
4. Administrative Services during Construction shall include the following:
 - Review of shop drawings, catalog cuts, and product submittals for conformity with the letter and intent of the contract documents.
 - Review of applications for payment and change orders, and written recommendations for same.
 - Periodic job meetings to monitor and report on the construction progress, and to provide interpretations as to the letter and intent of the contract documents.
 - Review of certifications, warranties, etc. and preparation of Operation and Maintenance Manual for the Facility (to include copies of all warranties, approved shop drawings, etc.).
 - Coordination (with the General Contractor) of all start-up services for all equipment.

- Preparation of as-built drawings (paper and electronic).

III. QUALIFICATIONS

1. All necessary engineering work is to be performed by or under the direct supervision of (as allowed by law) a Registered Professional Engineer who is currently licensed to practice in the State of Rhode Island.
2. All Architectural work is to be performed by or under the direct supervision of (as allowed by law) a Registered Professional Architect who is currently licensed to practice in the State of Rhode Island.
3. All survey work is to be performed by or under the direct supervision of (as allowed by law) a Registered Land Surveyor who is currently licensed to practice in the State of Rhode Island.
4. All work is to be performed by firms or individuals within firms having at least ten (10) years' experience in the specific field or discipline in question.
5. Qualifications statements may be submitted for any combination of the services listed herein that a firm may have. Firms may team with other consultants and may list sub-consultants normally used to complete the required work. Include a listing of areas of proficiency that the firm possesses.
 - a. A Statement of Qualifications must be submitted as a part of the respondent's proposal, including a listing of key personnel to be assigned to each project (organizational chart and resumes), relevant experience of the firm and the key personnel, and other pertinent information which identifies the respondent's ability to perform the work elements listed in Section III "Scope of Work" of this Request for Proposals. A separate list of all intended sub-consultants must also be provided, identifying the tasks for the sub-consultant and the (proposed) relationship between the respondent and the sub-consultant (ie. joint venture, straight sub-consultant basis, etc.). Similar qualifications information should also be supplied for each proposed sub-consultant.
6. Provide examples of recent relevant experience for the services proposed. The same information shall be provided for subcontractors, if utilized.
7. Provide a minimum of three (3) professional references (preferably in the municipal sector), with up-to-date contact information. The same information shall be provided for subcontractors, if utilized.

The Town reserves the exclusive right to select multiple consultants under this RFQ, based on pricing, skills and qualifications, and other such evaluation measures as the Town may apply. For example, the Town may select an architectural firm and may also select a separate structural engineering firm. The Town further reserves the right to independently

secure related professional services outside of this process. This is a non-exclusive process that does not guarantee that any single respondent will receive all applicable work within a specific discipline during the contract period.

IV. PROJECT FUNDING

Work conducted under this RFQ will generally, although not exclusively, be funded through current adopted budget appropriations. From time to time, the Town participates in outside funding mechanisms (i.e. grants and loans), which may be used to fund projects under this RFQ.

V. PRE-QUALIFICATION PERIOD

At the discretion of the Town, pre-qualified firms shall remain selected for a period of three (3) years with the option for a one-year extension. .