TOWN OF CUMBERLAND, RI
BID # (2016-0711-04)

Request for Proposals
REHABILITATION PROJECT
for
Franklin Farm
Cumberland, Rhode Island

Town of Cumberland
45 Broad Street
Cumberland, RI 02864

The Town of Cumberland is seeking competitive bid proposals for
"DESIGN SERVICES AND CONSTRUCTION SUPERVISION FOR
PHASE 1 OF THE FRANKLIN FARM FARMHOUSE REHABILITATION PROJECT"
– on Abbot Run Valley Rd. in Cumberland, Rhode Island.

BACKGROUND

The Town of Cumberland is seeking proposals for DESIGN SERVICES AND CONSTRUCTION SUPERVISION for the rehabilitation of the historic farmhouse at Franklin Farm in Cumberland. The farmhouse was purchased by the Town of Cumberland in 2005 and is on the National Register of Historic Places. The Town of Cumberland applied for and received a $150,000 grant from the Rhode Island Historic Preservation and Heritage Commission (RIHPHC) State Preservation Grant program to begin phase 1 of a 2 phase rehabilitation of the historic farmhouse at Franklin farm. The grant requires a 1:1 match, and the Town has committed an additional $150,000 to the project for a total available funding limit of $300,000 for phase 1 of the rehabilitation which will focus entirely on the exterior work on the farmhouse.

The rehabilitation of the farmhouse shall be consistent with the 2015 Franklin Farm Rehabilitation Master Plan which was developed by the Cumberland Department of Planning and Community Development and the Historic Metcalf-Franklin Farm Preservation Association (HMFFPA) and adopted by the Cumberland Town Council on August 19th, 2015. A copy of the Master Plan is included with the Request for Proposals (RFP).

A consultant who meets the professional qualification standards detailed in 36 CFR Part 61 will be selected through a request-for-proposals process to prepare the necessary design elements for the first phase of the rehabilitation of the Franklin Farm Farmhouse.

SITE LOCATION AND DESCRIPTION

The historic farmhouse at Franklin farm is located on two acres of land running along the western side of Abbot Run Valley rd. at Plat 24 Lot 14. The property is surrounded on the west, south, southeast, and northern sides by medium to high residential development. The Farmhouse itself has been in a condition of deterioration for many years and the current bid proposal is for the first phase of a two phase rehabilitation project that will fully rehabilitate the farmhouse for every day use by the Town of Cumberland and the Historic Metcalf-Franklin Farm Preservation Association.

SCOPE OF WORK- SITE CONSTRUCTION DESIGN-ENGINEERING AND CONSTRUCTION SUPERVISION

Task 1: Design Development

The Chosen DESIGN SERVICES AND CONSTRUCTION SUPERVISION firm will prepare final design plans and specs for phase 1 and phase 2 of the Franklin Farm Farmhouse rehabilitation project consistent with the 2015 Franklin Farm Master Plan. Phase 1 of the project consists of exterior restoration (carpentry, masonry, repointing), repairs, reconstruction of the front porch, and a new rear entrance with ADA access. Phase 2 of the project will involve the interior work needed to allow public use of the farmhouse which will include mechanical, engineering, hvac, electrical, and the installation of ADA compliant restrooms.

Task 2: Construction Documents

The Chosen DESIGN SERVICES AND CONSTRUCTION SUPERVISION firm will prepare construction documents for bidding for an approved construction firm that has experience in historical preservation projects. The DESIGN SERVICES AND CONSTRUCTION SUPERVISION firm will provide services for all necessary site design, engineering, construction design, and construction supervision for the rehabilitation of the Franklin Farm Farmhouse.

Task 3: Construction Administration

The Chosen DESIGN SERVICES AND CONSTRUCTION *SUPERVISION* firm will oversee the construction firm hired to do the implementation of phase 1 work. This will require certifying weekly payroll sheets and invoices to the Town of Cumberland as well as providing regular progress reports to the Department of Planning and Community Development as well as the Historic Metcalf-Franklin Farm Preservation Association. The Chosen DESIGN SERVICES AND CONSTRUCTION SUPERVISION firm will verify that construction work is proceeding in accordance with the 2015 Franklin Farm Master Plan as well as the final design specs produced as part of this RFP.

Task 4: Consultations and presentations with stakeholders

The Chosen DESIGN SERVICES AND CONSTRUCTION SUPERVISION firm shall coordinate with the Historic Metcalf-Franklin Farm Preservation Association and other Project stakeholders to conduct two Public presentations to project stakeholders and the Town Council. One presentation will be made at the start of the phase 1 work and one will be made at the end of the phase 1 work.

SELECTION OF A CONSULTANT

Selection Criteria

Proposals will be examined and technically evaluated based on the factors presented below. It is the responsibility of the consultant to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors listed below.

A. Qualifications and Experience

Specialized experience is required of the company and/or the responsible individual. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work.

B. Project Understanding

The bidder must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Town.

1. Response to all elements requested in the RFP.
2. Clarity of the submittal.
3. Understanding of the project scope of work.

C. Performance Record of Firm

A list of references with similar historic preservation projects must be provided and include company name, contact name, and telephone number and references must give an exemplary recommendation of the firm. The bidders must provide references from other historic preservation projects.

D. Project Management

Demonstrated ability to effectively manage multi-faceted projects. Examples from other projects must be provided.

E. Project Team

List the members of the project team for your proposal with full resumes and experience.

F. Public Presentations and Outreach

Demonstrated ability to make effective public presentations and conduct successful community education and outreach. Examples from other projects must be provided.

G. Cost Proposal
The cost proposal must show a clear budget responding to the task items in the scope of work section of this RFP.

H. Cost Evaluation
Cost will be considered as an independent factor from the above evaluation factors. The cost proposal will be evaluated not only to determine whether it is reasonable, but also to determine the bidder's ability to complete the project.
Selection Committee/ Interview

In accordance with Chapter 2, Article VIII of the Cumberland Code of Ordinances, the Professional Services Selection Committee will select a consultant. The Committee may request interviews of some or all of the applicants. A recommendation for an award based on the applications and interview will then be made to the Town Council.

PROPOSED SCHEDULE

The project will begin as soon as a consultant is selected. The proposed completion date is June 1, 2018.

SUBMISSION INSTRUCTIONS

Please submit one full proposal and 5 copies without appendices by August 18, 2016 at 12:00 p.m. Deliver to:

Finance Department
Town of Cumberland
45 Broad Street
Cumberland, RI 02864

All questions regarding this Proposal for SITE CONSTRUCTION DESIGN SERVICES should be directed to **Josh O'Neill, Town Planner at 401-728-2400 ext. 146 or Jonathan Stevens, Planning Director at 401-728-2400 ext. 142.**
Insurance

All bidders, upon award of contract, shall furnish an insurance certificate naming the Town of Cumberland as certificate holder, and as additionally insured, with the following minimum limits:

Item	*Minimum Limits*
Workers' Compensation and Employer's Liability	*Statutory workers' compensation coverage as required by law in the State of Rhode Island.* *<u>Employers Liability Limits</u>:* *$100,000 Each Accident* *$500,000 Disease-Policy Limit* *$100,000 Disease-Each Employee*
General Liability, including Contractors Protective, Products and Completed Operations and Contractual Liability (c.u., collapse and underground coverage to be included. Blasting and explosion coverage required if there will be blasting under the contract.)	*$2,000,000 General Aggregate* *$2,000,000 Products and Completed Operations Aggregate* *$1,000,000 Personal & Advertising Injury* *$1,000,000 Each Occurrence Limit* *$ 50,000 Fire Damage Limit* *$ 5,000 Medical Payments*
Automotive Liability	*$1,000,000 Combined Single Limit for Bodily Injury and Property Damage*
Owner's Protective Liability	*$1,000,000 Each Occurrence* *$2,000,000 Aggregate Injury and Property Damage*
Builder's Risk and Installation Floater Coverage	*Limit equal to the total insurable value of all materials and equipment to be built and/or installed*
Carrier Requirements:	*All carriers must have a Financial Performance Rating from A.M. Best Company of at least "A".*

<u>Labor Regulations & Wages</u>

Attention of Bidders is called to the requirements concerning the payment of not less than the Prevailing Wages and salary rates. Information regarding prevailing wages may be obtained through the Rhode Island Department of Labor. Bidders must, if required, submit a copy of all applicable labor-related compliance reports concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

Sales & Use Tax

The Town is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Materials and equipment purchased for installation under this contract are exempt from the Rhode Island Sales Tax. The Contractor, during bidding, shall take exemption from the Sales Tax into account.

Federal Excise Taxes

The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so constructed.

Qualification of Bidders

The Town may make such investigations, as it deems necessary, to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and data for the purpose as may be requested.

Historic Significance:

This project is assisted by a State Preservation Grant. This property possesses architectural and historical significance recognized by the Rhode Island Historical Preservation and Heritage Commission (RIHPHC). All work must be done in conformance with The Secretary of the Interior's Standards for Rehabilitation and all work performed under this contract is subject to review and approval of a representative of the RIHPHC. Contractors are cautioned to exercise all possible care in handling historic portions of the fabric. Work must be conducted in a manner to preserve the historic qualities of the property and unnecessary damage to historic materials must be avoided at all times. Careless treatment or disregard of the specifications can result in a stop work order, suspension of work or termination of this contract.

Samples: Samples may be required for all aspects of project work as requested by either the architect or the RIHPHC. Approval to begin work will only be given when the RIHPHC is satisfied with the prepared sample. Failure of the contractor to duplicate the approved sample on the entire job will necessitate removal and correction of the unsatisfactory work at the expense of the contractor. Such samples will be 24"x 24" and located so that retention of the sample shall be provided. Such samples may include masonry, pointing, cleaning, paint color, surface preparation prior to painting, all new materials, sheet metal fabrications, fixtures, typical methods of installation, carpentry, plastering and demolition. Requests for such samples shall be included in each construction section where required.

Equal Employment Opportunity:

In compliance with Title VI of the Civil Rights Act of 1964, there shall be no discrimination against any employee who is engaged in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In compliance with Section 504 of the Rehabilitation Act of 1973 as amended, there shall be no discrimination solely on the basis of handicap of any employee engaged in the work covered by this Contract, or against any otherwise qualified handicapped person applying for employment in the project covered by this Contract. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Minority Business Enterprise Participation:

This project is subject to Chapter 37-14.1 of the Rhode Island General Laws and regulations promulgated thereunder which require that ten percent (10%) of the dollar value of work performed shall be performed by Minority Business Enterprises. A good faith effort must be made to provide maximum opportunity to Minority Business Enterprises (defined as businesses owned and controlled by one (1) or more minorities or women) to participate in the performance of the project covered by this Contract.

Performance Bond:

For contracts of $100,000 or more the Contractor should obtain a Performance Bond. Contractors shall obtain a Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Per Cent (100%) of the contract price with a satisfactory Surety Company. Contracts for the construction, improvement, completion, or repair of any public building are subject to Chapter 37-12.1 of the Rhode Island General Laws and regulations promulgated thereunder which require documentation of a Performance Bond.

Access to Contractor's Records: The Contractor agrees that the RIHPHC or any of their duly authorized representatives will have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the grant assisted project for the purpose of making audit, examination, excerpts and transcriptions.

The Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) are ten basic principles created to help preserve the distinctive character of a historic building and its site,

while allowing for reasonable change to meet new needs. The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify for State Preservation Grants. The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

NOTICE TO VENDORS:

1. No proposal will be accepted if made in collusion with any other bidder.
2. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Laws (as amended). Sections 7-1-1.1-105. 7-1.1-106.
3. The Town of Cumberland reserves the right to reject any and all bids(s).
4. In determining the lowest responsible bidder, cash discounts for payments less than thirty (30) days will not be considered.
5. Where prices are the same, the Town of Cumberland reserves the right to award to one bidder, or to split the award.
6. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable amount of time, tabulation bids may be seen by applying in person at the Finance Department, Cumberland Town Hall. Telephone or written request for the above will not be honored.
7. As the Town of Cumberland is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Taxes, prices quoted are not to include these taxes.
8. In case of error in the extension of prices quoted, the unit price will govern.
9. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any moneys hereunder. Or its claim thereto without the previous written consent of the Finance Director of the Town of Cumberland.
10. Delivery dates must be shown in bids. If not delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
11. A certificate of insurance may be required of a successful vendor.
12. Bids may be submitted on an "equal" in quality basis. The Town reserves the right to decide equally. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
13. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (see R.I. General Laws, Sec. 37-13-1, as amended).
14. No goods should be delivered or work started without obtaining a purchase order.

CONSTRUCTION & SERVICE BID TERMS:

1. It is hereby mutually understood and agreed that no payment for extra work shall be claimed or made unless ordered in writing by the Town of Cumberland.

2. Awards will be made within sixty (60) days of the 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 action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

4. Only one shipping change will be applied in the event of partial deliveries for blanket or term contracts.

5. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1. If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit, which shall accompany the signed contract.

6. The successful bidder shall prior to commencing performance under the contract attach and submit a certificate of Insurance, in a form and in the amount satisfactory to the Town by which the successful bidder will indemnify and hold harmless the Town during the term of the contract from and against all loss or damages arising from performance under the contract including all claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or those claimed under them.

All questions regarding this Proposal for SITE CONSTRUCTION DESIGN-ENGINEERING AND CONSTRUCTION SUPERVISION should be directed to **Josh O'Neill, Town Planner at 401-728-2400 ext. 146 or Jonathan Stevens, Planning Director at 401-728-2400 ext. 142.**