



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: Engineering and Construction Services (Exp. 12/31/25)

Date to be opened: Monday, May 8, 2023

Issuing Department: Providence Water

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing department.
 - Phone: (401) 680-5264
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**RFP 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
 - Phone: (401) 680-5766
 - Email: 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:
 - Peter DiLorenzo - peterd@provwater.com
(401) 521-6300 ext.7230

Pre-bid Conference

THERE IS NO PRE-BID CONFERENCE



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

INSTRUCTIONS FOR SUBMISSION

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 the City Council Chambers, on the 3rd 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 RFP 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 RFP. 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.



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

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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) 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
CITY OF PROVIDENCE, RHODE ISLAND**

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.)



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

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 _____ 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.
 - 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 **sixty (60) 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.



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

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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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



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

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



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

WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid**. **Your bid will not be accepted without an affidavit.**

Bidders who will be subcontracting: *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the *Subcontractor Disclosure Form* as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



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

MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____

Company Name, Address and Trade: _____

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? _____ MBE _____ WBE _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**
Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.
Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Signature of Bidder

Printed Name

Company Name

Date



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

SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at

<https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____ Required

Signature of Bidder

Printed Name



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS



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

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



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

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.



PROVIDENCE WATER SUPPLY BOARD

125 DUPONT DRIVE

PROVIDENCE, RHODE ISLAND 02907

Telephone: (401) 521-6300

MARCH 2023

REQUEST FOR PROPOSALS

For: Engineering, Consulting, and Inspection
Services (Blanket Contract)

Pre-Bid Date: None – Please reach out to the project contact
for appointments to discuss the project

Proposal Due Date: Monday, May 8, 2023

Delivery Address: Department of the City Clerk
Room 311 City Hall
Providence RI 02903

Project Contact: Mr. Peter D. DiLorenzo
Division Manager

Telephone: (401) 521-6300, ext. 7230

Email: peterd@provwater.com

PROVIDENCE WATER SUPPLY BOARD

125 DUPONT DRIVE
PROVIDENCE, RHODE ISLAND 02907
Telephone: (401) 521-6300

MARCH 2023

Invitation to Propose

The Providence Water Supply Board (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from qualified firms **Engineering, Consulting, and Inspection Services under a blanket contract.**

Proposals will be accepted by the Board of Contract and Supply at the Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island 02903 until 2:15 PM on the **8th day of May, 2023**, at which time they will be publicly opened and read aloud at the Board of Contract and Supply meeting held in City Hall Chambers, Third Floor, City Hall, Providence, Rhode Island 02903.

Prospective proposers can obtain an electronic version of Request for Proposals via the City of Providence's RFP portal on or after March 27, 2023. To schedule an appointment to discuss the project or for any and all questions pertaining to these bidding documents, the RFP please contact Mr. Peter D. DiLorenzo, Division Manager, telephone number (401) 521-6300 ext. 7230 or email at peterd@provwater.com.

No Pre-Bid has been scheduled, if a Firm would like to meet to discuss this project, please reach out to Mr. Peter DiLorenzo to schedule an appointment. Appointments shall be scheduled on a first come first serve basis and shall be based on the availability of Mr. Peter DiLorenzo.

No proposal may be withdrawn for a period of sixty (60) calendar days after the opening of proposals.

PW reserves the right to waive any informality in or to reject any or all proposals deemed to be in its best interests.

(PART I SHOULD IMMEDIATELY FOLLOW THIS INVITATION PAGE)

PART I - Project and Proposal Requirements

Table of Contents

<u>Paragraph No.</u>	<u>Paragraph Title</u>
1.	Specific Provisions
1.1	Project Coordination
1.2	Scope of Services
1.3	Proposal Structure
1.4	Evaluation Criteria
1.5	Preparation of Proposals
1.6	Addenda and Interpretations
1.7	Corrections
1.8	Award of Contract and Rejection of Proposals
1.9	Notice of Special Conditions
1.10	Laws and Regulations
1.11	Proposers to Acknowledge Addenda
1.12	Occupational Safety and Health Act (OSHA)
1.13	Withdrawal of Proposals
1.14	Fee
1.15	Payment for Work Performed

PART I - Project and Proposal Requirements

1. Specific Provisions

1.1 Project Coordination

This project, and its individual assignments, will be coordinated and managed by PW. Project coordination, for each assignment of work, is described and outlined as follows:

- A. An assignment of work shall be considered to be each individual project assigned to the Proposer under this contract. The number of assignments that make up the contract will be that which will not exceed the funds allocated for the entirety of the contract. PW will make the determination as to number of assignments.
 - 1. The Proposer will be requested for assignments of work on an as-needed basis. PW may require intermittent work, and PW does not guarantee a continuous workload under this project.
 - 2. Once an assignment of work has been given to the Proposer, the Proposer shall provide continuous and uninterrupted services for the duration of the time requested by PW. The personnel assigned by the Proposer for a particular assignment of work shall be assigned for the duration of the entire project.
 - 3. The Proposer's workload will be dependent on PW's project load, availability of funds and availability of in-house personnel.
- B. The Proposer, when requested by PW, shall provide its staff allocation/assignments for a given assignment of work to PW for approval prior to commencing work; PW shall have the right to approve or reject such assignments as deemed in its best interests. The Proposer shall assign appropriate personnel with the required qualifications for each assignment of work. The personnel assigned to the project must be available to begin the work immediately upon written authorization to proceed by PW. The assigned personnel must have experience in the project's main scope of work.
- C. Invoicing
 - 1. Total invoicing for each individual assignment shall be based on a Lump Sum fee, Not-to-Exceed fee, or other fee structure. The form of the fee structure shall be mutually agreed to by PW and the Consultant. In all cases billing shall be based on the contractual fixed hourly rate(s).
 - 2. The Proposer shall invoice no more frequently than monthly.
 - 3. Fixed hourly rate(s) used for invoicing these assignments will be those quoted by the Proposer in their proposal (see Specific Provisions -

Proposal Structure, Section 1.4). PW will allow for an increase in the rates based upon the submitted annual escalators.

- D. The term of this proposal and contract to successful Proposer(s) shall be from the time of award and contract execution to December 31, 2025 and all proposals shall consider that time frame. In addition, PW, at their sole discretion, may elect to extend the A/E Services Blanket contract for an additional two (2) years.

1.2 Scope of Services

PW is engaged in an ongoing Infrastructure Replacement and Capital Improvements Program to upgrade and improve its water treatment and supply facilities. To aid with the successful execution of this program PW is soliciting proposals to provide Consulting services on an as needed basis. The intent of the request is to enable PW to have readily available a pool of Consulting services to expedite the completion of a wide range of capital and planning projects.

Services to be provided shall be proposed on by category, with the disciplines to be provided in each category to be as follows:

CATEGORY "A" - WATER TREATMENT

Firm performing work under this category shall be responsible for performance of evaluations and studies related to water treatment, including but not limited to conventional water treatment systems, advanced water treatment technologies, design of new and replacement chemical feed systems, and pilot studies for new treatment techniques. Treatment related evaluation and design work may include work at PW's existing water treatment plant, any one of the system's finished water storage tanks, pump stations, or within the distribution system. Firms must have demonstrated experience permitting water treatment systems through RI Department of Health. Firms proposing in this category shall maintain Professional Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate.

CATEGORY "B" - GENERAL ENGINEERING

Firms Performing work under this category shall be responsible for all engineering work including but not limited to Civil, Structural, Transportation, Geotechnical, Environmental, Mechanical, Electrical, etc. Firms under this category may also perform hydraulic modeling of PW's system, survey, geotechnical, environmental, structural, owner's project management, and any other engineering or related work to assist PW with implementation of its IFR plan. Any work not part of Categories A and C shall be part of Category B. Firms proposing in this category shall maintain Professional Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate.

CATEGORY "C" - INSPECTION SERVICES

Firms performing work under this category shall provide construction inspection services for Providence Water projects. Firm must have demonstrated experience with overseeing cleaning and lining of water mains, installation of temporary bypass, water main replacement, water service replacement (including lead service replacement), experience with Pumping Station construction, Water Storage Tank construction, Water Treatment Plant construction, and

experience with handling customers. Firms should be able to demonstrate the personnel they are to utilize for inspection serves have experience with using PW asset management software Cityworks or other similar software and Providence Water's project management software e-builder or similar software. Firms proposing in this category shall maintain Professional Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate.

CATEGORY "D" - GIS SERVICES

Firms performing work under this category will be used to assist with and support the following type of tasks: software and environment upgrades, Geometric Network conversion to ESRI's Utility Network, GIS server-side maintenance, development of web applications, field data collection, and large-scale data cleanup. Firms should have in-depth knowledge of and experience with Oracle databases, Cityworks, ArcServer, and ESRI Enterprise environments and the ability to provide on call support for GIS and systems integrated with GIS. Firms proposing in this category shall maintain Professional Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate.

Firms may propose to provide services in any category, in all categories, or any combination of categories.

NOTE: Proposers must indicate on the "Bidder's Blank" the category/categories that they are proposing on. Proposals not indicating on the "Bidder's Blank" the category/categories being proposed may be considered as non-responsive and rejected.

It is the intent of PW to utilize the Consultant to provide technical assistance and advisory services to PW's staff; to develop RFP's, specifications, construction documents and other preliminary project information; to provide design services and construction inspection/management services, provide GIS and IT services; and to augment to PW's Engineering Division.

The services to be provided to PW shall be performed under the following positions: The Proposer shall provide rates for the requested positions:

POSITIONS FOR ALL CATEGORIES

- | | |
|--------------------------|--|
| Program Manager - | Person in charge of all assignments issued by PW. Please note that only one (1) individual may be invoiced as a Program Manager. The Program Manager will be directly responsible for compliance with the RFP requirements. |
| Senior Project Manager – | Engineer in responsible charge of a project requiring multiple engineer staffing. Please note that only one (1) individual may be invoiced as Senior Project Manager for each project or assignment. The Senior Project Manager shall have a minimum of ten (10) years of demonstrated experience. |
| Project Manager – | Engineer in responsible charge of a project requiring multiple engineer staffing. Please note that only one (1) individual may be invoiced as Project Manager for each project or assignment. The |

	Project Manager shall have a minimum of five (5) years of demonstrated experience.
Project Engineer -	Senior level engineer with a minimum of ten (10) years of demonstrated experience and registered as a Professional Engineer in the State of Rhode Island. May provide Engineering and technical services on an individual assignment or provide support on an assignment or project to the Project Manager as needed.
Engineer -	Intermediate level engineer with a minimum of three (3) years of demonstrated experience. May provide support to the Project Engineer or Project Manager for a specific assignment or project.
Staff Engineer -	Junior or entry level engineer assigned to a project to assist the Project Manager, Project Engineer, or Engineer for a specific assignment or project.
Technical Specialist -	Senior level engineer with a minimum twenty (20) years of demonstrated experience and registered as a Professional Engineer in the State of Rhode Island, which provides specific technical expertise within a project assignment.
Drafter -	Trained and skilled person preparing detailed drawings and sketches utilizing computer aided design and drafting equipment.
Clerical/Typist -	Person performing typing or clerical functions supporting project engineering work.
Senior Surveyor -	Senior level surveyor with a minimum of ten (10) years of demonstrated experience and registered as a Professional surveyor in the State of Rhode Island.
Staff Surveyor -	Junior or entry level surveyor may provide support to the Senior Surveyor.
Senior Inspector -	Skilled and trained individual with construction/utility industry experience performing field work during the construction phase of a project for the purpose of oversight of the contractor's work to assure contract conformance or coordinate construction/engineering needs. Individuals must have a thorough understanding of contract documents and design intent to independently coordinate site activity and respond to questions in the field. Individuals must have a minimum of 5 years of experience and an associate degree or related technical certificate or 10 years of construction experience.

Staff Inspector - Junior or entry level individual with construction/utility industry experience performing field work during the construction phase of a project for the purpose of oversight of the contractor's work to assure contract conformance or coordinate construction/engineering needs. Individuals must have a minimum of an associate degree or related technical certificate or 2 years of construction experience.

Responsibilities associated with the above Inspector positions may include, but are not limited to:

- A. Coordination with PW customers, other PW departments and local, municipal, or state agencies.
- B. Preparation and distribution of customer notifications prior to planned interruptions of water service.
- C. Maintain records and field data, compile data, prepare reports to PW for compliance with regulatory requirements.
- D. Complete resident inspection including verification that project specifications and plans are adhered to by the contractor and their subcontractors.
- E. Mark-up of site plans to identify aspects of the project that vary from the project plans. The mark-up plans will be used by the contractor to develop as-built drawings and specifications at the conclusion of the project. Verification of material, equipment, and labor quantities used in the project for corresponding invoice verifications on unit priced work.
- F. Coordination and daily communication with PW's personnel including the Manager of Construction Services, individual project managers, engineers, and other personnel to expedite, simplify and organize specific work details of the project. The level of coordination will be dependent on the assignment of work.
- G. Attendance at preconstruction meetings, project meetings, or other meetings required between the contractor and PW.
- H. Submission of daily inspection reports to PW's Manager of Construction Services and the project manager by the end of the next working day.

In addition to the positions listed above, Proposers shall provide a supplemental list of all positions they deem necessary to effectively complete the work described herein. If a firm is given an assignment that requires the services of a position on their staff that cannot be covered by the positions described above or the supplemental positions provided in their proposal, the firm must immediately notify PW's Project Administrator. If PW is in agreement, the firm shall submit a proposed price for the needed position to PW for its review and approval or to negotiate a mutually acceptable price.

If a firm is given an assignment that requires support work of a discipline not in their awarded category but that firm has the in-house capability to perform that support work,

Providence Water reserves the right to have that firm perform the out-of-category work in order to assure continuity and accountability for the assignment. Work for out-of- category discipline work performed will be compensated at the same rates and positions proposed by the firm for its awarded category.

The successful Proposer(s) will be required to provide PW's Project Managers, with estimates, at no charge, for their total anticipated fees for full projects which they may be assigned prior to assignment of the projects. Fees should include all anticipated hours for each listed position, all subcontractor costs (if applicable), and all anticipated direct costs. There shall be no assumed contingencies included with the anticipated fees. All anticipated hours for each listed position should be broken down to include the name and current position within the Successful Proposer's firm along with the position for which they will be providing services for. Work required that exceeds the anticipated fee shall be performed at the expense of the Proposer, and at no additional expense to Providence Water, unless it can be shown that the scope of work was changed from that originally assigned; if the Proposer believes that the assigned scope has changed he shall immediately notify Providence Water in writing prior to performing the additional work. No additional compensation will be made by Providence Water for changes in scope unless advance written acceptance of the change in scope has been received from Providence Water by the Proposer. Hourly rates used for invoicing these projects will be those quoted by the Proposer on the "Bidder's Blank Attachment", and no adjustment for changes in rates will be allowed should the project run into the next fiscal year of the Proposer, with the exception of years 4, and 5 should PW extend the Consulting Services Blanket.

By submission of a proposal, it is understood that the Proposer agrees that any outside services that he might need to secure for the performance of any assigned work beyond the requirements of this RFP, such as boring contractors, laboratory and testing services, surveying, etc., will be provided by the successful Proposer and invoiced at their actual cost to the Proposer, and costs for such services must be included in the cost estimates provided for assigned projects' fee estimates.

NOTE: The term of this proposal and contract to successful Proposers shall be from the time of award and contract execution to December 31, 2025 and all proposals shall consider that time frame. PW, at their sole discretion, may elect to extend the Consulting Services Blanket contract for an additional two (2) years. PW will allow for an annual escalation in the hourly rates starting in year 2 of the contract based on the firm's submitted annual escalator.

Providence Water reserves the right to cancel this contract at any time with 30 day written notice.

1.3 Proposal Structure

The proposer shall submit one original and five copies and an electronic copy of the firm's proposal clearly addressing all of the requirements outlined herein and for any additional services the proposer feels are necessary or required to deliver the project to Providence Water in a complete, timely and quality fashion.

Respondents to this RFP shall follow the proposal format as outlined in this section. Failure to adhere to the prescribed format may result in finding the proposal non-responsive. Exceptions to any part of this RFP shall be fully noted and explained in the respondent's cover letter.

COVER LETTER

A cover letter providing a brief history of the firm, organization, and appropriate registration numbers is required. The letter shall indicate the principal or officer of the firm who will be Providence Water's primary point of contact during negotiations. The individual must have authority to negotiate all aspects of the scope of services and provisions on behalf of the firm. The cover letter transmitting the proposal must be signed by an officer authorized to bind the respondent to the terms and conditions of this RFP.

SECTION 1 - COMPANY EXPERIENCE/QUALIFICATIONS

At least five references of current or former clients of the firms, including the name, title and phone number of the person to be contacted. References shall involve projects for which similar services were provided. Describe the nature of the services performed, the level of complexity and any unique problems or change orders associated with the work.

Respondents must clearly state and prove they comply with all qualification criteria as defined elsewhere in this RFP. Ambiguity will be cause for rejection.

SECTION 2 - KEY PERSONNEL/STAFF RESUMES

Description of the background and experience of the personnel proposed to perform work in association with this contract. The proposal shall include resumes for all key personnel performing work under this contract. Any substitution of personnel named in the proposal must have prior written approval from Providence Water.

SECTION 3 - FEE

The Proposer must provide their prices on and in the format of the enclosed Bidder's Blank and Bidder's Blank Attachment sheet and include the Bidder's Blank and Bidder's Blank Attachment with their proposal submission.

Fixed hourly rates for professional and support level positions listed on the Bidder's Blank Attachment. Each hourly rate shall be provided as a fixed singular figure; ranges will not be accepted. The positions listed shall cover all disciplines required.

Verification that the Proposer and personnel are qualified and can provide all disciplines required for the category/categories being proposed shall be provided.

Hourly rates for the listed positions shall be inclusive for any title deviations of the Proposer and shall be invoiced based on the actual work performed on the project in accordance with the listed positions defined previously; payment will be made only for the titles and proposed rates provided

on the Bidder's Blank Attachment. The successful Proposer, when requested by Providence Water, shall provide its staff allocation/assignments for a given assignment to Providence Water for approval prior to commencing work; Providence Water shall have the right to approve or reject such assignments as deemed in its best interests. The rates shall also cover any and all overhead, incidental costs, overtime, and labor.

The Proposer shall provide a detailed schedule of fees for direct costs such as copying, printing, photographs, etc. Direct costs for purchases of materials or equipment required in the performance of the work, such as marking paint, safety gear, measuring equipment, etc., will only be reimbursed if prior written approval is given by PW and upon completion of the work the items purchased shall be transferred to PW upon completion of the work. Successful Proposer(s) will be required to provide all documentation requested by Providence Water to invoice direct costs. Only costs specifically noted in the Proposer's schedule of fees will be reimbursed unless prior written approval is received from Providence Water.

1.4 Evaluation Criteria

Providence Water may award categories to individual firms, multiple categories to a single firm, multiple firms to an individual category, or not award a category as is deemed in its best interests. The evaluation and award method utilized by Providence Water will place a 80% emphasis on qualifications and 20% emphasis on price.

Providence Water retains the exclusive right to award in consideration of the best interest of Providence Water and the City of Providence.

1.5 Preparation of Proposals

Each proposal must be submitted with the Bidder's Blank provided herewith. All blank spaces for prices must be filled in, in ink or typewritten, in both words and figures. In addition, each proposal must contain all required material as mentioned in this RFP. Proposers shall submit one original and five copies of their proposal to the City Clerk.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. The envelope shall be clearly labeled "PROPOSAL DOCUMENTS". If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified above.

1.6 Addenda and Interpretations

No oral interpretation will be made to any proposer as to the meaning of the RFP. Every request for such an interpretation shall be made in writing to Providence Water, Attention: Mr. Peter DiLorenzo. Any inquiry received ten or more days prior to the date fixed for opening of proposals will be given consideration. Every interpretation made to a proposer will be in the form of an addendum to the RFP which will be emailed to each proposer but it shall be the responsibility of the proposer to make inquiry as to addenda issued. All such addenda shall become part of the contract and all proposers shall be bound by such addenda, whether or not received by the proposers.

1.7 Corrections

Erasures or other changes in the proposals must be explained or noted over the signature of the proposer.

1.8 Award of Contract and Rejection of Proposals

The contract will be awarded to the proposer(s) whose proposal is in the best interest of Providence Water. The proposer(s) to whom the award is made will be notified at the earliest practicable date. Providence Water, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of Providence Water.

Providence Water reserves the right to consider a proposer to be unqualified to perform the work if the proposer does not habitually perform such work with in-house staff.

Proposers are hereby made aware that Providence Water incorporates the terms and conditions of Part II, AIA B121-2018, and AIA B221-2018 into this RFP. The successful Proposer(s) will be required to sign a contract that is substantially similar in nature to one of the attached, AIA B121-2018 and AIA B221-2018 of this RFP.

Methods used for selection of proposals are defined elsewhere in this RFP.

1.9 Notice of Special Conditions

Attention is particularly called to those parts of the RFP which deal with the following:

- Proposal Structure
- Insurance Requirements
- Evaluation Criteria
- AIA B121, B221

1.10 Laws and Regulations

The proposer's attention is directed to the fact the ALL applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction, reconstruction, alteration, remodeling, repair or demolition shall apply to this contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1.11 Proposers to Acknowledge Addenda

Proposers are required to acknowledge receipt of all addenda to the RFP on the Bidder's Blank in the space provided. Failure to acknowledge all addenda may cause the proposal to be considered not responsive, which would require rejection of proposal.

1.12 Occupational Safety and Health Act (OSHA)

The Successful proposer is to comply with all regulations of OSHA when applicable.

1.13 Withdrawal of Proposals

Proposals may be withdrawn personally or on written request dispatched by the proposer in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.

1.14 Fee

The proposers shall state detailed fixed hourly rates for professional and support level positions included with the Bidder's Blank Attachment. The hourly rates shall be a fixed singular figure; ranges will not be accepted.

1.15 Payment for Work Performed

A. Payments to the Successful proposer shall be made as follows:

1. Payments shall be considered only for work which has already been performed and approved by Providence Water. Payments will be made based on the fixed hourly rate(s) quoted in the proposal and per the agreed to fee structure for each work assignment.
2. Payment requests (invoices) will be considered monthly. Invoices received beyond that frequency will not be considered.
3. All payment requests must be submitted to Providence Water's Project Representative for each individual service order.
4. Each payment request shall be sent to Providence Water's Project Representative for each individual service order and Providence Water's accounts payable department.
5. Copies of all invoices for outside services utilized during the billing period must be included with each payment request as necessary.
6. Copies of receipts of all billable direct costs (as provided in the successful Proposer's schedule of fees) must be included with each payment request.
7. The successful Proposer shall provide any other documentation required by Providence Water to process the payment request.



BIDDER'S BLANK ATTACHMENT

QUOTED HOURLY RATES ARE FOR:
 (Check all that apply)

- () CATEGORY "A"; WATER TREATMENT
- () CATEGORY "B"; GENERAL ENGINEERING
- () CATEGORY "C"; INSPECTION SERVICES
- () CATEGORY "D"; GIS SERVICES

HOURLY RATES

Program Manager	\$	per hour	Technical Specialist	\$	per hour
Senior Project Manager	\$	per hour	Project Manager	\$	per hour
Project Engineer	\$	per hour	Engineer	\$	per hour
Staff Engineer	\$	per hour	Clerical/Typist	\$	per hour
Senior Inspector	\$	per hour	Drafter	\$	per hour
Inspector	\$	per hour	Senior Surveyor	\$	per hour
Staff Surveyor	\$	per hour			

Annual Escalator to Rates _____ %

***NOTE**

If there are positions that are not listed above that your firm would like to include in your bid, please attach a supplemental list of positions along with hourly rates.



BIDDER'S BLANK ATTACHMENT

DIRECT COST RATES

Mileage	_____ \$/MILE
Color Printing/Copying	_____ \$/SQ-FT
Black and White Printing/Coping	_____ \$/SQ-FT
Markup on Sub-Contractors	_____ %
Annual Escalator to Direct Costs	_____ %

***NOTE**

If there are direct costs that are not listed above that your firm would like to include in your bid, please attach a supplemental list of direct costs.

DRAFT AIA® Document B121™ - 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the «» day of «» in the year «»
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Providence Water»
« 125 Dupont Drive Providence, RI 02907»
«Telephone Number: 401-521-6300 »

and the Architect:
(Name, legal status, address, and other information)

« »
« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

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TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 SERVICE ORDERS
- 3 ARCHITECT'S RESPONSIBILITIES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective from January 1, 2020 until December 31, 2022.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

§ 1.3 This Master Agreement may be renewed by the Owner for an additional two calendar years beyond December 31, 2022. The Owner will provide notice of their intent to renew this Master Agreement at least 60 days prior to the renewal date. In the event the Owner elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

«Peter R. LePage, Director of Engineering»

«125 Dupont Drive Providence, RI 02907»

«Telephone Number: 401-521-6300»

« »

« »

«Email Address: plepage@provwater.com»

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

« »

<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 1.7 Definitions

§ 1.7.1 Architect - The Individual, Engineering Firm, and/or Consultant with whom the Owner enters into an agreement to perform the work.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$1,000,000 per Occurrence and \$2,000,000 in Aggregate »

.2 Automobile Liability

«\$1,000,000 per Occurrence and in Aggregate »

.3 Workers' Compensation

«Statutory Limits »

.4 Professional Liability

«\$5,000,000 per Claim and in Aggregate »

Providence Water reserves the exclusive right to require the Architect to include a 2 year loss discovery period on its Professional Liability Insurance for Service Orders issued under this agreement, as Providence Water deems necessary. When a 2 year loss discovery period is required, the Architect shall include costs associated with the 2 year loss discovery period in that particular Service Order.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 Insurance exceeding the requirements set forth in section 3.3 and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 3.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insurance coverage shall apply to both ongoing operations and completed operations. Certificates must read "The City of Providence, Providence Water Supply Board, its officers and agents are named as additionally insured".

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall retain an ownership interest in the documents it produces.

§ 6.3 The Architect's Instruments of Service produced under this agreement, including but not limited to plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, and all other material prepared and furnished, or obtained, by the Architect in performance of services under this agreement shall be the property of the Owner, whether or not the project is completed.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from any additions or modifications to its Instruments of Service. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1.

§ 6.4 The provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes and Owner accepts its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 7.3 of this Master Agreement

[«X»] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination and Reimbursable Expenses incurred.

§ 8.7 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Please see attached Architect's hourly billing rates »

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Not to exceed fee, lump sum fee, or other mutually agreed to compensation »

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; and
- .6 Other similar Project-related expenditures, if prior written approval is given by the Owner.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero» percent («0.00» %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 9.5.1.2 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.6 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

§11.1 By entering into an Agreement the Owner and Architect shall agree that neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemic, governmental regulations imposed after submission of the proposal, fire, earthquakes, or other disasters. Seasonal weather or other natural or human events which would reasonably be expected, anticipated, and planned for shall not be considered to fall under this paragraph and shall not be considered as acceptable causes for failures or delays in performance.

§ 11.2 The Architect shall indemnify, hold harmless, and defend the Owner, its officers and employees from and against any and all claims, costs, losses, demands, actions, and damages or other expenses that may arise directly or indirectly from any negligent acts or omissions related to services provided under the Contract Documents for the Owner by the Architect, its employees, consultants, sub D/B teams or others acting on the Architect's behalf. This shall apply whether such acts or omissions are a result of active or passive negligence or intentions. The Architect shall not be held responsible for any claims, costs, loses, demands, actions, and damages or other expenses directly caused by the negligence of the Owner.

§ 11.3 The Architect's attention is specifically called to provisions of the Rhode Island General Law Chapter 37-13 Sections 37-13-1 through 37-13-13, as amended. The Architect shall fully adhere to all applicable provisions of the latest revision of this chapter. The Architect shall verify they comply with the latest revision of this and all other Federal, State, and Local laws.

§ 11.4 The Architect shall submit all names of all officers, agents, consultants, and subcontractors who will be performing work on behalf of the Owner. The Architect, at no cost to the Owner, shall perform a State BCI check on those officers, agents, consultants, and subcontractors and shall provide the State BCI check to the Owner. As new officers, agents, consultants, and subcontractors are hired, the BCI procedure must be updated prior to performing work for the Owner. The Architect is responsible for the professional behavior of their officers, agents, consultants, and subcontractors while working for the Owner. In the event there is a blemish on the BCI, the Owner, in its sole discretion, may grant an exception.

§ 11.5 The architect and each of its consultants and subcontractors performing work under this Master Agreement, agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. This include, but is not limited to, the following: Employment, promotion, demotion or transfer, recruitment or recruiting advertisement, lay-off or termination, rate of pay or other form of compensation, and selection for training.

§11.6 Architect's liability with respect to each Service Order issued under this Agreement in no event shall be greater than \$5,000,000.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect
- .2

Exhibits:

(Clearly identify any other exhibits incorporated into this Master Agreement.)

«Providence Water October 2019 Engineering, Consulting, and Inspection Services (Blanket Contract) RFP»

.3 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

« »

This Master Agreement entered into as of the day and year first written above.

« »

OWNER (Signature)

«Peter R. LePage», Director of Engineering»

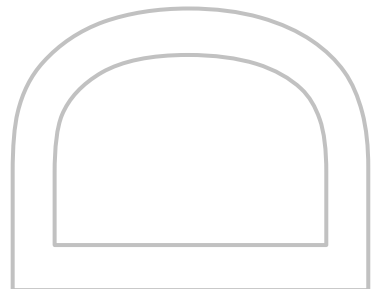
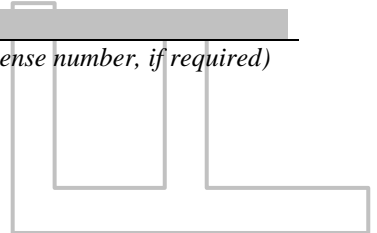
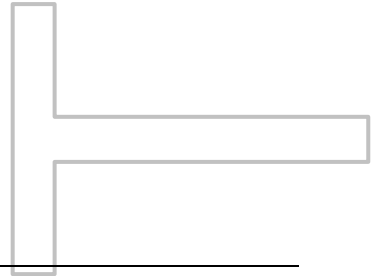
(Printed name and title)

« »

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)



Certificate of Insurance

1. The Original Certificate of Insurance must be mailed to:

Providence Water

125 Dupont Drive
 Providence, RI 02907
 Attention: Elizabeth Paquin

2. Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
x	Worker's Compensation and Occupational Insurance: In statutory amounts, Covering all employees of the contractor. Employer's liability coverage with limits of not less than \$500,000.00/ each accident or illness shall be included.
x	Commercial General Liability Insurance: Commercial Liability Insurance with limits of not less than \$1,000,000.000 per occurrence, for bodily injury and/or property damage liability \$2,000,000.000 in the aggregate. Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground. Completed operations coverage must remain in effect for a period of not less than 2 years after the completion of all work. "The City of Providence, Providence Water, its officers and agents are to name as an additional insured."
x	Automobile Liability Insurance: When any motor vehicles are used in connection with the work to be performed the Contractor shall maintain Automobile Liability Insurance with limits of not less \$1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water are to be named as additionally insured."
	Builder's Risk Policy: When a free standing unit is to be constructed or any addition to our facilities made in connection with the work specified, the Contractor must provide Builder's Risk Insurance or an Installation Floater covering all risks with limits equal to the award of the contract.
	Professional Liability Insurance: When any architects, engineers, or consulting firms perform work in connection with any contract, the contractor shall maintain Professional Liability Insurance with limits not less than \$2,000,000.00 per occurrence and aggregate.

3. The insured name must be the same name as the name on the bid submitted.
4. Insurance Certificates should state the Title of Project to be performed.

5. Certificate must read “The City of Providence, Providence Water, its Officers and Agents are named as additional insured.”
6. Certificate Holder provision of the certificate must list “The City of Providence and Providence Water.”
7. Cancellation and/or reduction in coverage must provide 30 days' notice.
8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.
9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.
10. The insurance shall provide for 30 days' prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.
11. In no case shall the coverage limits stated for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted to the satisfaction of the OWNER to the next highest \$1,000,000.00 exceeding the total contract amount.
12. Providence Water maintains the right to modify, delete, alter or change these requirements.
13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.
14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227

(SAMPLE ATTACHED)

