



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: Project Management Services (Exp. 12/31/24) With 1 One- Year Option

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: PHILIP J. HOLTON WATER PURIFICATION PLANT
OWNER'S PROJECT MANAGEMENT SERVICES

Pre-Bid Date: None – To discuss the project please schedule
an appointment with the project contact.

Pre-Bid Location: Philip J. Holton Water Purification Plant
Auditorium - 61 North Road Scituate RI

Questions Due: Friday, April 28, 2023, by End of
Business

Proposal Due Date: Monday, May 8, 2023 @ 2:15 PM

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

Project Contact: Mr. Peter 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

Providence Water (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from firms for PHILIP J. HOLTON WATER PURIFICATION PLANT OWNER'S PROJECT MANAGEMENT SERVICES

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 (<https://www.bidnetdirect.com/rhode-island/providenceri>) on or after March 27, 2023. To schedule an appointment to discuss the project or for all questions pertaining to these bidding documents, please contact Mr. Peter DiLorenzo, Division Manager, telephone number (401) 521-6300 ext. 7230 or email at peterd@provwater.com.

No Pre-bid has been scheduled for this project; firms shall schedule appointments with Mr. Peter DiLorenzo to discuss the project. Appointments shall be 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 as 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	Proposer's Qualifications
1.2	Summary
1.3	Scope of Services
1.4	Proposal Structure
1.5	Evaluation Criteria
1.6	Preparation of Proposals
1.7	Determination of Qualifications
1.8	Addenda and Interpretations
1.9	Corrections
1.10	Award of Contract and Rejection of Proposals
1.11	Notice of Special Conditions
1.12	Laws and Regulations
1.13	Proposers to Acknowledge Addenda
1.14	Occupational Safety and Health Act (OSHA)
1.15	Withdrawal of Proposals
1.16	Proprietary Information and Public Bidding
1.17	Bid Form

PART I - Project and Proposal Requirements

1. Specific Provisions

1.1 Proposer's Qualifications

- A. Proposers must have a minimum of fifteen (15) years' experience and demonstrated ability related to Water Treatment processes, Residuals Management Processes, Chemical Feed Systems, Pumping Systems, Potable Water Storage Tanks, Permitting through RIDEM and RIDOT, and Treatment Processes permitting through RIDOH.
- B. The following list provides the minimum qualifications each Proposer must demonstrate they have achieved to be considered qualified to bid on this project:
- Firms must have demonstrated experience providing Owner's Project Management Services for five (5) projects in the past fifteen (15) years.
 - Firms must have demonstrated experience providing Owner's Project Management Services on at least two (2) project in the past ten (10) years that utilized alternative delivery methods such as Design-Build, Progressive Design-Build Construction Manager at Risk, or methods other than Design/Bid/Build.
 - Firms must have demonstrated experience with Project Management and Potable Water Treatment. To demonstrate experience, firms must provide references for projects that contained Project Management and Potable Water Treatment aspects.
 - Firms must provide evidence of management processes or tools used in the management of other projects of similar scope. Please note PW will be implementing project management software soon, firms will be expected to utilize the selected software in conjunction with any additional software that might be required.
 - Firms must have a local office near the project site, i.e. within 100 miles of the project site. It is expected that firms will routinely attend meetings at the Treatment Plant and will be "on-call" as needed. Firms should be prepared to respond to the Project Site within 4 hours of notification by PW. If a firm currently does not have an office within 100 miles of the project site, firms may satisfy this requirement by procuring an office within 100 miles of the project site within 90 days of award of the contract. PW will enforce

this requirement via the executed contract with the successful Proposer.

Proposers may combine projects to meet the minimum qualifications outlined above. Ongoing projects that meet these criteria are also acceptable to meet the minimum qualifications.

- C. In case of joint ventures or partnerships of firms, a combination of qualifications of the firms must meet the criteria established in the QUALIFICATIONS OF PROPOSERS and this section.
- D. Proposers must provide the qualifications requested in this RFP of all sub-consultants to be utilized on this project. The sub-consultants will not be changed without prior written authorization of PW.
- E. Proposers or the “Prime” firm must provide documentation they are currently in possession of a minimum of \$5,000,000 of Professional Liability Insurance or other mutually agreeable form of insurance that covers substantially similar occurrences.
- F. Firms that have failed to render services to PW, of which PW paid for, shall not be considered qualified to bid on this project.
- G. Registration to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. (Applies to out-of-state corporations.)
- H. The chosen Proposers will be under contract to the City of Providence, Providence Water Supply Board.
- I. PW through the Board of Contract and Supply reserves the right to make an award to one Proposer, multiple Proposers, or to reject all offers based upon what it considers to be in its best interest.
- J. Proposers are required to comply with PW’s conflict of interest policy, which is attached as Attachment A hereto and incorporate herein by reference in its entirety. Without an exception granted by PW, it is PW’s policy that any entity performing work under this OPM Contract will not be allowed to participate in any capacity under a Design-Build Contract for work related to the OPM work being performed. Exceptions to this policy may be granted by PW, upon written request from such entities, if PW determines, in PW’s sole discretion that the entity’s involvement is in the best interest of PW and does not

constitute an unfair advantage. Respondents seeking such an exception shall submit such written requests during the bid phase of the design-build services. PW will notify OPM in advance of any task order issued that would preclude them from performing design/build services for work.

1.2 Summary

The PHILIP J. HOLTON WATER PURIFICATION PLANT UPGRADES PROJECT (The Project) is an effort to upgrade various antiquated systems at the Philip J. Holton Purification Plant. PW is currently in the process of developing an overall facility plan for the Project and PW anticipates other projects being developed over the course of the OPM services contract. Certain portions of the Project may be procured using a progressive design-build, design/build, or Construction Manager at Risk (CMAR) package of work and others may be procured through traditional Design/Bid/Build procurement process.

PW seeks to contract with a firm or teams to serve as the Owner's Project Manager (OPM) that will provide the resources necessary to fulfill various scope of work items, some of which have not been identified yet. The OPM will provide PW with their experience, advice, and insight throughout the procurement process, design, and construction phases to ensure a successful Project. The OPM will provide technical and management services for the Project and will serve as an extension of PW's staff. PW expects that the OPM will bring the collaborative mentality and project management skills required to assist PW in achieving its Project goals and managing the Project risk to achieve the successful outcome of the Design-Build Contract and various other contracts that likely will be developed during the OPM services contract. The OPM will be accountable to PW, through PW's Project Manager, for overall program schedule, budget, and quality. PW expects to award a contract for OPM services in the form of Professional Service Agreement provided in Attachment B to this RFP (the Contract) to the successful Proposers. PW anticipates it will implement the Contract to furnish OPM services in single task terms. The successful Proposer shall provide a scope and fee for each task for approval by PW. The scope and fee for the task shall define the specific services to be performed and a not to exceed fee, lump sum fee, or other mutually agreed to fee for the services based on the fixed hourly rates submitted as part of this proposal (with appropriate annual escalation factors applied). These scope and fees shall be a Task Order to the OPM contract. . PW desires to have the option to extend the Contract to provide additional services and tasks that may be defined as the Project evolves, including requiring assistance during the first year post commissioning of the Project. The current term of this contract shall be from date of award for a period of 2 years, PW at its sole discretion may extend the contract for a period of 1 additional year, or PW may re-bid these services after the initial contract term is up, as it deems is in its best interest.

PW shall be under no obligation to issue any Task Orders under this Contract and PW shall reserve the right to commence, close, reduce, or to extend the OPM services at any time in response to changing needs.

Project Goals

The Philip J. Holton Purification Plant is approximately 100 years in age, while various upgrades have been performed over the course of this time period a significant portion of the plant is vintage to the original 1920s construction. The purpose of this Project is to perform a comprehensive upgrade to the Philip J. Holton Purification Plant to bring the facility into the 21st century. It is PW's intent, under this Project, to accomplish Owner's Project Manager Services associated with the following goals:

- Design and Construct a new plate settler clarification process.
- Incorporate the new clarification process into the new residuals management system that is currently being designed.
- Design and Construct a new redundant raw water pipe with new intake structure.
- Design and Rehabilitate the existing twin 60" and 90" raw water pipes.
- Design and Construct a new clearwell to meet CT on site.
- Design and Construct a new backwash, plant water, and fire protection system via direct pumping out of the new clearwell.
- Design and Rehabilitate or Replace the existing cast iron water piping in and around the plant.
- Design and Construct new chlorination system to replace the existing gas chlorination system.
- Design and Construct a new Sodium Hydroxide system to replace the current Calcium Oxide system.
- Design and Construct a new Potassium Permanganate System as part of the clarification process.
- Design a new Powdered Activated Carbon System for potential future construction.
- Design and Construct Various Mechanical, Structural, HVAC, and other upgrades recommended in previous studies and to be developed during the preliminary feasibility study.
- Design and Construct a new Administration Building.
- Design and Construct a centralized chemical storage area.
- Design and Construct a new forestry building.
- Decommission the existing sedimentation basins, tangential mixer, service water system, and backwash system.
- Various other projects related to the Treatment Plant or other support facilities, which have yet to be identified.

Past Studies and Design Concept Reports

PW has had numerous studies and reports produced over time that addresses a variety of processes and facility upgrades that are included in this project, the most recent of which are:

- O'Brien and Gere's Pilot Study Report (CD-1),
- CDM Smith's Design Concept Report (CD-2),
- AECOM's Design Concept Report (CD-3),
- AECOM's Water Treatment Plant Evaluation (CD-4), and
- AECOM's Facilities Plan (CD-5)

The above Conceptual Documents are intended to (1) provide the Proposer with enough detail regarding the Scope of Work to develop comprehensive proposals and (2) to provide the Successful Proposer with a minimum standard from which to base their OPM services. The Conceptual Documents are in no way intended to limit the Scope of Work. Details regarding the final Scope of Work will be established at the pre-design meeting and progress meeting thereafter.

1.3 Scope of Services

1. It is the intent of PW to utilize the OPM for a Progressive Design/Build project and various other projects at the Treatment Plant which may be procured via various other procurement methods, including but not limited to, Design/Bid/Build or CMAR. The OPM will be responsible for, but not limited to, providing the following services. The cost budget for the project is estimated at \$500 million dollars.
2. The Successful Proposers may be issued task orders that include the following scope items, it is expected all proposers shall have the capability of performing all these scope items below:
 - a. Program Management
 - i. Provide overall program management, contract administration/management, cost/schedule control, and project management to complete the Project on schedule and within budget. PW will be utilizing project management software to promote collaboration and clear document communications between teams and stakeholder participating in the Project. Project partners will be provided access to PW's project management software to access pertinent communications and will be asked to leverage Project management software cloud-based technology to maximize Project wide collaboration.
 - ii. The OPM shall provide necessary administration, minutes, proper invoicing, meeting funding agencies requirements, budget control, project controls, quality assurance and reviews, and

professional oversight. Project staffing shall be maintained at acceptable levels to keep the Project on schedule, ensure continuity of information and satisfy the requirements of the scope of work.

- iii. The OPM shall develop and maintain a master schedule for the Project, perform Critical Path Method (CPM) analysis and exception management. The OPM shall recommend phasing of work, critical paths, and milestones for all progressive design-build packages while ensuring the Project complies with regulatory and other requirements.
- iv. The OPM shall refine, customize, and oversee program management tools to fit the specific needs of the Project, including tools for budget management, schedule management, Building Information Modeling (BIM), cash flow & forecasting, and accounting & financing. The OPM shall work with PW staff to develop an acceptable system that meets the needs of the Project.
- v. The OPM shall develop and maintain a comprehensive overall program budget and cash flow projections for the Project and recommend project controls and process for Quality Assurance/Quality Control
- vi. The OPM shall utilize PW's project management software to maintain a record keeping and document management system for all project related documents, communications, files, and drawings consistent with legal requirements and industry best practices.
- vii. The OPM shall provide administrative support personnel and services required for the various functions within the Project. The OPM shall assist with scheduling meetings, maintaining attendance logs and contact information, and preparing meeting minutes. This support function will also maintain a log of all presentation materials.
- viii. The OPM shall prepare monthly invoices in accordance with PW requirements for review. Invoices shall be presented in an organized manner, with costs distributed among tasks with a description of the work performed. The OPM shall provide timesheets of all personnel working on the Project at the request of PW.
- ix. The OPM shall receive, review, and recommend for payment invoices received from the Design-Build Team. The OPM shall also review all certified payrolls from the Design-Build Team and spot check wages for each classification, laborer, or craftsperson. If a discrepancy exists, the OPM shall notify PW and request corrected certified payrolls as necessary.

- x. The OPM shall hold weekly in-person meetings with the Owner's Representative to review the status of the project. The OPM shall also conduct monthly meetings with the Providence Water Project Committee to update them on progress. These meetings shall be in addition to any other required meetings required to successfully manage this project.
- xi. It is PW's goal to use the OPM as a supplement to PW staff in the execution of this project. The OPM shall make available to PW all necessary staff for the execution of this project. PW shall have the option of retaining services of the OPM's staff to fill positions roles such as Project Management Staffing, Scheduling, Estimating, Engineering, Inspection, etc. Other positions may become necessary as the project progresses and the OPM and PW shall negotiate on those staffing positions.

b. Procurement Phase:

- i. The OPM shall perform a thorough review of all conceptual design documents, all facilities to be impacted by the work associated with the scope identified in the General Intent section of this document, and any other reports, designs, or memorandum provided by PW for the express purpose of developing a meaningful Request of Qualifications/Request for Proposals. The review shall include all necessary work required to familiarize the OPM with the treatment plant's existing conditions. The review shall include, but shall not be limited to, physical inspections, review of existing data, meeting and interviews with PW, exhaustive research of all potential technologies (new and old), and materials and means that have been successfully implemented in similar projects throughout the water treatment industry. All available existing reports and drawings will be made available to the OPM. If additional information is required to make informed decisions for the project, the OPM shall provide recommendations to PW.
- ii. The OPM shall prepare Request for Qualifications/Request for Proposals for the selection of a third party Designer, Contractor, CMAR and/or Design/Build team, collectively referred to as the "Team". It is anticipated that the selected Team(s) will continue through all phases of this project, pending funding availability.
- iii. The OPM shall assist in solicitation of bids for the RFQ/RFP for the Team(s).
- iv. The OPM shall administer pre-bid conferences, respond to RFIs from proposers, and prepare addenda with respect to the RFQ/RFP.

- v. The OPM shall evaluate proposals received and prepare a recommendation of award to the Proposer offering the Proposal that is in the best interest of PW.
- vi. The OPM shall assist PW with the procurement process.
- vii. The OPM shall assist with contract negotiation for the third party Contract.
- viii. Upon completion of negotiations, the OPM shall finalize the third party Contract for execution.

c. Engineering and Technical Assistance During the Project:

Upon execution of the Contract the OPM shall:

- i. Provide coordination and act as liaison with the Team.
- ii. Provide coordination and facilitate resolution of Project permitting, environmental, and technical issues to accomplish efficient delivery of the Project.
- iii. Provide independent engineering Project cost estimates, evaluate and validate target price and GMP proposals, and assist PW in the negotiations of the GMP the Project and the Transitional Operations and Maintenance Phase costs.
- iv. Assist and advise PW on issues related to the Contract and recommend to PW clarifications and interpretations of the Contract as appropriate to support the time completion of the Work.
- v. Develop and update a risk management plan to capture relevant and changing risk profiles.
- vi. Review all design packages ensuring that all standards are followed, and reviews are completed in a timely manner and according to schedule. Review basis of design reports and designs for consistency with the Contract and its requirements. Assist PW in review and comment on operability reviews of appropriate design submittals and attend operability review workshops with Operations staff to gather their input and inform them of what is designed.
- vii. Support PW in overall coordination of all construction phase services and contracts. It is expected that most of the construction phase services for the Project may be provided by other consultants, however PW shall have the right to add construction phase services to the scope of OPM Services.
- viii. For PW directed design changes, recommend change order to PW as appropriate, prepare change order and supporting information as required, and submit to the Team to complete and issue.
- ix. For Team requested design changes, review request for change order and make recommendation on approval or denial of change

orders to PW.

d. Start-up and Commissioning Phase

- i. Review and comment on the commission plan and acceptance testing activities and aid during the acceptance testing for the Project.
- ii. Aid as requested by PW in connection with the refining and adjusting of any Project equipment or systems associated programming including seasonal and emergency related events.
- iii. Assist PW discussions with the Team concerning correction of defects; and provide recommendations as to replacement or correction of defective work.
- iv. Assist, coordinate, and advise PW regarding operational optimization and maintenance of the Project equipment, treatment processes and systems.
- v. Assist PW with information and data management systems.
- vi. Assist PW in transition from startup and commissioning/acceptance testing to commercial operations.

e. Additional Services

- i. At the request of PW, the OPM shall perform additional services. All additional services shall be performed upon request by PW and shall be governed by the terms and conditions of the Contract.

PW desires to contract with an OPM team consisting of key team members that are appropriately certified and/or licensed to perform the work and that demonstrate previous advisor or program management experience with a alternative delivery project. The positions listed below are the core key positions that PW will be evaluating, proposers may include additional positions they deem are beneficial to PW.

Program Manager - Person in charge of the project and point of contact for PW. Please note that only one (1) individual may be invoiced as a Program Manager. The Program Manager will be solely responsible for compliance with the RFP requirements. The OPM's Program Manager shall have significant experience in large project oversight and implementation with a variety of delivery methods, which preferably include Projects of similar scope and complexity. The Program Manager shall be a working Project Manager and possess an understanding of project cash flow, financing mechanisms, cost control techniques, creative thinking, clear and effective verbal and

written communication skills, and can work in a team-oriented, collaborative work environment. The Project will be financed through a variety of federal and state funding sources and PW desires the Program Manager to have experience managing the requirements associated with project compliance within these various funding sources.

Assistant Program
Manager -

Directly assists the Program Manager in the day to day management of the project. The Assistant Program Manager shall have a minimum of ten (10) years' demonstrated experience working in Engineering and shall be a working Project Manager.

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 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 to coordinate construction/engineering needs. Inspector must have a minimum of 10 years of experience.

Junior 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 to coordinate construction/engineering needs. This is an entry level position, a minimum of 1 year of experience is required.

Should a Firm have additional positions they would like to provide to PW for consideration, please indicate those positions on the Firm's organization structure and provide resumes for those additional positions. PW reserves the right to evaluate qualifications of the above "core" positions and/or the additional positions based on its best interest. In the case of joint ventures or partnerships of firms, the positions and associated firm shall be clearly identified. All proposed sub-contractors shall be identified, and qualifications shall be provided, firms may not replace sub-contractors without written permission from PW.

The hourly rates provided shall be for the first year of the contract (date of contract execution plus 365 calendar days). Proposers shall provide a yearly annual escalator for each year beyond the first contract year. The hourly rates must include all overhead and profit, if there are direct costs not included in the Proposer's hourly rates the proposer must include those costs in their proposal for consideration by PW. The contract term shall be for a period of 2 years following contract award and may be extended for 1 additional year at Providence Water's sole discretion.

1.4 Proposal Structure

The proposer shall submit one original and five copies and an electronic copy of the firm's proposal clearly addressing all 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 – EXECUTIVE SUMMARY

Include a brief overview describing the highlights of the Proposal. Provide a brief narrative description of the Project that includes the Project's principal elements and challenges; demonstrates and understanding of the Project's objectives; and describes the approach to accomplish the OPM scope of services.

SECTION 2 – PROPOSER EXPERIENCE

Provide a narrative that clearly demonstrates that the Proposer meets the qualification requirements outlined in the RFP. Provide sufficient information in the Proposal to evaluate the Proposer's ability to successfully complete the scope of services outlined in this RFP. Include the following information as part of this Section of the Proposal:

A. General

- a. A description and background summary of the Proposer. The Summary shall include the Proposer's qualifications, commitment to the Project, and technical capabilities to fulfill all services specified and required to successfully accomplish the work for each of the entities comprising the Proposer.

B. Similar Projects

- a. Provide 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, i.e OPM services for a Progressive Design-Build, Design-Build, CMAR, or other alternative delivery project. Describe the nature of the services performed, the level of complexity and any unique problems or change orders associated with the work.

C. Procurement

- a. Discuss experience and approach in developing alternative delivery procurement documents.
- b. Demonstrate experience in successful contract negotiations with design – builds in an owner's representative capacity.

- c. Demonstrate understanding and appropriate use of a GMP in design-build contracts.
 - i. Discuss the benefits, if any, to PW in negotiating the conversion of a GMP to a lump sum scope of work.
- D. QA/QC of Construction and Operating Cost Estimates
 - a. Describe approach and types of resources used in cost validation and to provide QA/QC review of construction and operating cost estimates.
 - i. Describe processes and tools for monitoring, reporting, and managing costs.
 - ii. Describe the key factors to consider that will result in increased costs efficiencies meeting lifecycle cost objectives.
- E. Provide discussion on experience in claims review/management during construction phase, operations and warranty phase, project handover and transition.

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 3 – PROPOSED OPM TEAM

- A. Provide an organizational chart identifying key program roles and functions, the associated key team members, and reporting relationships. Clearly label and indicate roles of any sub-contracted specialties and self-performed specialties. The organizational chart should demonstrate the Proposer’s resources necessary to achieve the Project excellence and meet the Project Goals.

SECTION 4 - KEY PERSONNEL/STAFF RESUMES

- A. Provide detailed discussion of the experience of the designated Program Manager and other key Proposer team members.
- B. Provide resumes for Program Manager and other key team members. Please limit each resume to two (2) pages. Include relevant information to enable Pw to evaluate the team member’s respective abilities and experience to successfully fulfill their roles and complete the scope of services, including but not limited to the following:
 - a. Profiles for each member detailing experience in roles similar to the one identified for them for this Project. PW shall evaluate individual credentials

1.5 Evaluation Criteria

Providence Water may award to an individual firm, multiple firms or not award as is deemed in its best interests. The evaluation and award method utilized by Providence Water will place a weighted emphasis on Providence Water’s evaluation of each proposal as outlined below.

- i. Firm’s background and relevant work experience as it pertains to this project, such as,
 - a. Experience with Water Treatment projects in New England
 - b. Experience with SRF funding
 - c. Experience with Progressive DB, DB, or other alternative delivery methods.
 - d. Experience with RIDEM, RIDOH, RIPUC, RIDOT, etc.
 - e. Experience with Municipal Contracts.
 - f. Experience with Public Outreach.
- ii. Firm’s prior experience and performance with Providence Water, such as,
 - a. Duration of Work history with PW.
 - b. Ability to meet schedules and budgets.
 - c. Communication with PW.
 - d. Demonstrated professionalism with PW.
 - e. Technical expertise working on PW projects.
- iii. Key Personnel qualifications and relevant work experience as it pertains to this project. Providence Water may consider additional positions/personnel if they deem it in their best interest.
- iv. Understanding of the project and work, proposed scope of services and the soundness of the project management plan presented for the necessary services and delivering of the project, as presented in the proposal.
- v. Quality and completeness of the proposed services and proposal submission.
- vi. Hourly Rates – Cost of the proposer’s hourly rates.

The following table indicates the relative significance of each criterion to be used in determining the successful proposer:

Evaluation Criteria	Distribution
Staff & Firm's Prior Significant Experience and Performance	50%
Experience & Qualifications of Key Personnel	15%
Understanding of the Work	15%
Quality and Completeness of Proposal	5%
Hourly Rates	15%

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

1.6 Preparation of Proposals

Each proposal must be submitted with the Bidder's Blank provided herewith. In addition, each proposal must contain all required material as mentioned in this RFP and the City's upfront bid documents. 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.

1.7 Determination of Qualifications

Providence Water may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to Providence Water all such information and data for this purpose as Providence Water requested in the RFP or later. Providence Water reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy Providence Water that such proposer is properly qualified to conduct the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

1.8 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 PW, Attention: Mr. Peter DiLorenzo by email at pdilorenzo@provwater.com or by mail at 125 Dupont Drive Providence, RI 02907. Proposers are encouraged to request a receipt that their questions have been received. Any inquiry received by end of business on the date questions are due will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the RFP which will be distributed 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.

1.9 Corrections

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

1.10 Award of Contract and Rejection of Proposals

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

PW reserves the right to award one or multiple Proposers. Tasks will be issued by an on-call contract and no work is guaranteed. PW selectively awarding tasks shall not be grounds for additional compensation or additional time.

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.

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

It is PW's intention to execute the attached AIA B121-2018 document (Attachment B) with the successful proposer or a contract that is substantially similar for each task order. PW shall negotiate in good faith with the successful proposer upon notice of award for up to 30 calendar days for a contract, if a mutually agreed to contract cannot be achieved within the 30 calendar days, PW at its sole discretion, may extend the negotiation period or terminate negotiations, revoke the successful proposer's award, award to the next most high scoring proposer or re-bid.

The Contract term shall run from date of execution of the for a period of 2 years and may be extended an additional 1 year at Providence Water's sole discretion.

1.11 Notice of Special Conditions

- A. PW intends to withhold 5% retainage from the Successful Proposer for each task order. Retainage will be released 90 days following completion of the task order. PW may negotiate the release of retainage earlier than 90 days following completion of the task order for longer duration tasks, but this is at PW's discretion.
- B. Personnel that will be routinely working at PW facilities will be required to get a BCI check from the State they reside in. Identification Badges will be issued to personnel as necessary that will grant access to PW facilities.
- C. PW may allow OPM personnel to be stationed at the Philip J. Holton Purification Plant. PW may provide office space for the personnel, but equipment/supplies required to perform their duties must be provided by the OPM. Costs for equipment/supplies shall be negotiated during development of task orders. Firms are encouraged to provide direct costs in their proposal for this purpose.

1.12 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 authority 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.

1.13 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.

1.14 Occupational Safety and Health Act (OSHA)

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

1.15 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.

1.16 Proprietary Information and Public Bidding

If a Proposer does not desire proprietary information disclosed as part of the public bidding process the Proposer must clearly identify all proprietary information being withheld in their bid. The Proposer must submit under a separate envelope titled "NOT A BID" all identified proprietary information for Providence Water to evaluate. All responses submitted become property of the City of Providence and are subject to the Public Information Act. All documentation shall be open for public inspection, except for Trade secrets and confidential information so identified by the Proposer.

1.17 Bid Form (See next page)



**PHILIP J. HOLTON WATER PURIFICATION PLANT - OWNER'S PROJECT
MANAGEMENT SERVICES**

BID FORM - POSITIONS

HOURLY RATES

Program Manager	\$	per hour	Technical Specialist	\$	per hour
Assistant Program Manager	\$	per hour	Architect/Engineer	\$	per hour
Project Architect/Engineer	\$	per hour	Clerical/Typist	\$	per hour
Staff Architect/Engineer	\$	per hour	Drafter	\$	per hour
Senior Inspector	\$	per hour	Junior Inspector	\$	per hour
Annual Escalator to Rates		_____ %			

Notes:

1. If there are additional positions your firm would like to include, please attach those costs to this bid form.



**PHILIP J. HOLTON WATER PURIFICATION PLANT - OWNER'S PROJECT
MANAGEMENT SERVICES**

BID FORM – DIRECT COSTS

1. MILEAGE \$_____ (\$/MILE) - ESTIMATED QUANTITY: 100,000 MILES

TOTAL COST (NOT TO EXCEED) \$

2. PRINTING/COPYING COLOR \$_____ (\$/SQ FT) - ESTIMATED QUANTITY 50,000
SQ FT

TOTAL COST (NOT TO EXCEED) \$_____

3. PRINTING/COPYING B&W \$_____ (\$/SQ FT) - ESTIMATED QUANTITY 50,000
SQ FT

TOTAL COST (NOT TO EXCEED) \$_____

Annual Escalator to Direct Costs _____%

Notes:

1. If there are additional direct costs, please attach those costs to this bid form. Direct costs not included in this bid form or attached to this bid form as additional direct costs will not be accepted for reimbursement by PW unless mutually agreed to as part of an individual task order.
2. Direct costs shall only apply to official submissions required by regulatory agencies, official submissions to PW, or any PW requested services not included in the Proposal. Direct costs shall not apply to any internal review documents.
3. Total Costs provided above shall not be exceeded without written approval by PW.

ATTACHMENT A CONFLICT OF INTEREST POLICY

Section 1 - Purpose and General Guidelines

- 1.1 The purpose of this document is to clarify the Providence Water Supply Board's ("PW") position on potential conflicts of interest that may arise when consultants or contractors (collectively, "Proposer") perform work for PW relating to potential alternative delivery projects. Using this Chapter PW will consider actual or potential conflicts of interest when procuring and evaluating Proposers seeking to perform work for PW involving alternative delivery projects.
- 1.2 Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other entities, (i) a Proposer is unable or potentially unable to render impartial assistance or advise PW; (ii) a Proposer's objectivity in performing the contract work is or might be otherwise impaired; (iii) a Proposer has an unfair competitive advantage; (iv) the Proposer's performance of services on behalf of PW does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Proposer or a third party as a result of the Proposer's participation on the project.
- 1.3 The policies and guidelines concerning the organizational conflicts of interest described in this Chapter will be specified or referenced in any Request for Qualifications ("RFQ") or Request for Proposal ("RFP") (as applicable) documents as well as any contract for the engineering/design services, inspection, or technical support in the administration of alternative delivery projects.
- 1.4 Determination on whether an actual, potential or perceived organizational conflict of interest exists and resolution of conflict of interest issues are ultimately at the sole discretion of PW. If the Proposer failed to disclose an actual, potential or perceived organizational conflict of interest (each a "Conflict"), which it knew or should have known about, or if a Proposer provided information in response to an inquiry from PW that is false or misleading, PW reserves the right to take any or all of the following actions: (i) preclude and/or disqualify the Proposer from participation in the planning, procurement, design, construction and/or development of the project, including any competitive process associated therewith; (ii) require the Proposer to implement measures to mitigate the Conflict; (iii) segregate or terminate Proposer, including any Proposer with whom the Proposer is or had affiliated, from planning, procurement, design, construction and/or development of the project; and (iv) amend the resulting contract(s) or terminate the resulting contract(s) for material breach. If the Proposer is terminated, PW shall have no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer. The remedies listed above are nonexclusive and PW retains the right to pursue all remedies available in law or in equity.

1.5 After award, conflict of interest guidelines, this Chapter and requirements of applicable State and Federal conflict of interest laws and regulations shall continue to be monitored and enforced (collectively “Laws”). Federal conflict of interest rules and regulations shall only apply where the project receives federal funding. If any Conflict is discovered after award, the Proposer will make an immediate and full written disclosure to PW that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts, if allowed by this Chapter and the requirements of applicable Laws. The Proposer will disclose such Conflict with supporting facts and information to PW, as defined in Section 2.1 of this Chapter:

Providence Water Supply Board
125 Dupont Drive
Providence, RI 02907
ATTN: Peter DiLorenzo

Section 2 - Application and Approach

2.0 The purpose of this document is to clarify the PW’s position on potential conflicts of interest that may arise when consultants or contractors (collectively, “Proposer”) perform work for PW relating to potential alternative delivery projects. Using this Chapter PW will consider actual or potential conflicts of interest when procuring and evaluating Proposers seeking to perform work for PW involving alternative delivery projects.

2.1 Application. If PW determines that the performance of services by a Proposer creates a Conflict, the provisions in this Chapter and any decisions made by PW related to such Conflict (including prohibitions, measures in mitigation, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the project, provided that PW may, on a case-by-case basis and in their sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of PW and the project. If a Conflict applies to an individual, the Conflict and prohibition with respect to the individual will not apply to the individual’s new place of employment, unless the new employer is affiliated with the employee’s previous employer or unless measures in mitigation will not, in PW’s sole discretion, eliminate the conflict-of-interest issue. If the new employer is not an affiliate of the previous employer and is otherwise eligible to perform services for PW pursuant to this Chapter and applicable law, the new employer will remain eligible despite the employment of the individual, but measures in mitigation may be required of the new employer with respect to the employee.

2.2 Approach. The following approach to Conflicts will apply to PW procurements relating to alternative delivery projects:

(A) A potential Proposer will not be allowed to participate as a Proposer entity or to join a Proposer team if, without limitation, any of the following is true:

- 1) The Proposer performed design work related to the project for other project stakeholders.
- 2) The Proposer has performed work on a previous contract that specifically excludes them from participating as a Proposer entity or joining the Proposer team on the project.
- 3) The Proposer is under contract with any other entity or stakeholder to perform oversight on the project.
- 4) The Proposer has obtained any advice with respect to the project from or discussed any aspect relating to the project or procurement of the project with any person or entity with a Conflict, including, but not limited to, the consultants and contractors of any entity that has provided technical support on the project.
- 5) The Proposer was engaged to perform financial services with respect to the project or has a financial interest in any of the foregoing entities with respect to the project.
- 6) The Proposer shall not be allowed to perform any project related work for potential design/build teams.

(B) Proposers who may have Conflicts in relation to the project and wish to participate as a Proposer or join a Proposer team must:

- 1) Conform to applicable Laws including, without limitation, the federal Copeland “Anti-Kickback” Act and federal conflict of interest rules set forth in the federal funding agency’s regulations. Federal conflict of interest rules and regulations shall only apply where the project receives federal funding. Nothing in this Chapter is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and PW will apply this Chapter consistent with those laws and regulations.
- 2) Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer’s team (including the Proposer, Proposer’s proposed consultants, contractors, subconsultants and/or subcontractors and their respective chief executives, directors and key personnel) which may result, or could be viewed as a Conflict in connection with any procurement, including present or planned contractual or employment relationships with any current employee or board member of PW.
- 3) Disclose in the response documents to any RFQ and RFP, all of the work performed in relation to the project being procured under the RFQ and RFP.
- 4) Provide all records of the work performed in relation to the project to PW so that all information can be evaluated and made available to all potential Proposer teams, if necessary.

5) Ensure that the Proposer's contract with any entity to perform services related to the project has expired or has been terminated. Upon review of the information provided above, PW will determine, in his or her sole discretion, if the Proposer has a Conflict and what actions may be appropriate to avoid, neutralize, or mitigate any Conflict. Decisions of PW regarding Conflicts may be appealed to PW by submitting a written request to PW within 10 days of the decision by PW. The written request shall state the grounds for the appeal and shall include any documents or other evidence that the Proposer wishes PW to consider. Upon receiving a timely appeal, a hearing date for PW will be established by PW. A notice of the hearing date shall be mailed to the Proposer at least 10 calendar days before the date established for the hearing. If the Proposer is not able to appear at the appointed day and time of PW meeting, PW will make a decision based on all available information, and no other hearing will be scheduled. The decision of PW shall be final and non-appealable. Notice of the determination by PW shall be mailed to the Proposer within 10 calendar days of such determination and shall indicate whether the appeal has been denied or granted in whole or in part and set forth the terms and conditions for the decision, if any.

(C) For other potential Conflicts not mentioned above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest), Proposers shall disclose and address any Conflicts when participating as a Proposer entity or joining a Proposer team. PW will then determine if a Conflict exists.

(D) The awarded Proposer or firms affiliated with the awarded Proposer are prohibited from competing on any agreement to provide design/build for the project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. No subconsultants who provided design services in connection with the project shall be eligible to compete for any agreement to provide design/build services for the project. Notes – The forgoing is provided by way of example and shall not constitute a limitation on the obligations of the Proposer in relation to organizational Conflicts. The provisions in this Chapter do not address every situation that may arise in the context of PW's planning, procurement, design, construction or development of the Project nor require a particular decision or determination by PW when faced with facts like those described in this Chapter. In addition, additional policies, procedures and limits related to Conflicts or similar issues may be imposed by PW at any time with respect to the Project or any other PW projects.

ATTACHMENT B

**AIA B121-2018 STANDARD FORM OF MASTER AGREEMENT BETWEEN OWNER
AND ARCHITECT FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS**

ATTACHMENT C
INSURANCE REQUIREMENTS

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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:

« »

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<< >>
<< >>
<< >>
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§ 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

[] 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»

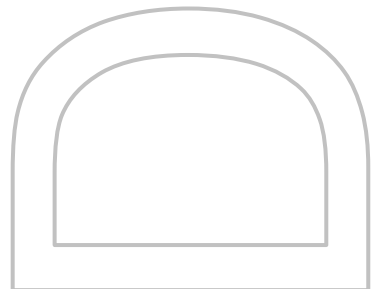
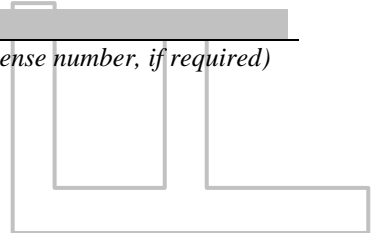
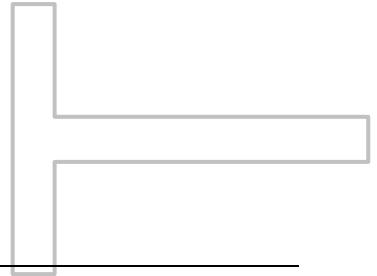
(Printed name and title)

« »

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A	CONTACT NAME:	
	PHONE (A/C. No. Ext): ()	FAX (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	
	INSURER B: N	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570061419077 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			B			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE:

CERTIFICATE HOLDER**CANCELLATION**

Providence Water 125 Dupont Drive Providence, RI 02907	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION ATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570061419077

