



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

REQUEST FOR PROPOSALS

Item Description: ENGINEERING & DESIGN FOR PROVIDENCE RIVERWALK RESILIENCE

Procurement/MinuteTraq #: 42855

Date to be opened: **12/18/2023**

Issuing Department: Planning & Development

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-10) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the specifications outlined (beginning on page 11) to the issuing department’s subject matter expert:
 - Name: Chris Martin
 - Title: Principal Planner
 - Email Address: crmartin@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 11/29/2023 Time: 11:00am

Other details (e.g. location, links, question submission deadline): Please RSVP for the meeting to crmartin@providenceri.gov
To join the meeting, use this link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjM2ZjFIY2MtNWE3NC00M2RmLWlONdctNWM1ZjM3Zjg5ZDA3%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%2284eeddcb-a064-4b6e-8504-d4ca0a66ac3e%22%7d

Final date for questions to be submitted is 12/12/23 by 4:30pm



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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 Conference Room 305, 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 solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have **“NOT A BID”** written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form **do not recycle it for use in this bid.**
- The bid envelope and information relative to the bid must be addressed to:

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

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

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

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



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BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 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*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including 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.***



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NOTICE TO VENDORS

1. The Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
2. All services will be procured in accordance with the BROOKS ACT (40 U.S.C.1101-1104) and R.I. Gen. Laws § 45-55-8.1 for on-call Indefinite Delivery/Indefinite Quantity (ID/IQ) type contracting. The notice of Contract Award/Purchase Order will be issued in accordance with the State's Purchasing Regulations and General Conditions of Purchase copies of which are available at www.ri.gov.
3. No proposal will be accepted if the bid is made in collusion with any other bidder.
4. 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.
5. 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.
6. The Board of Contract and Supply reserves the right to reject any and all bids.
7. 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](#).
8. 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.
9. 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.
10. 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.
11. A certificate of insurance will normally be required of a successful vendor.
12. 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.](#))
13. No goods should be delivered, or work started without a Purchase Order.
- 14. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
15. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening.**
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.

3. 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): _____

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the “Business” _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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BID PACKAGE SPECIFICATIONS

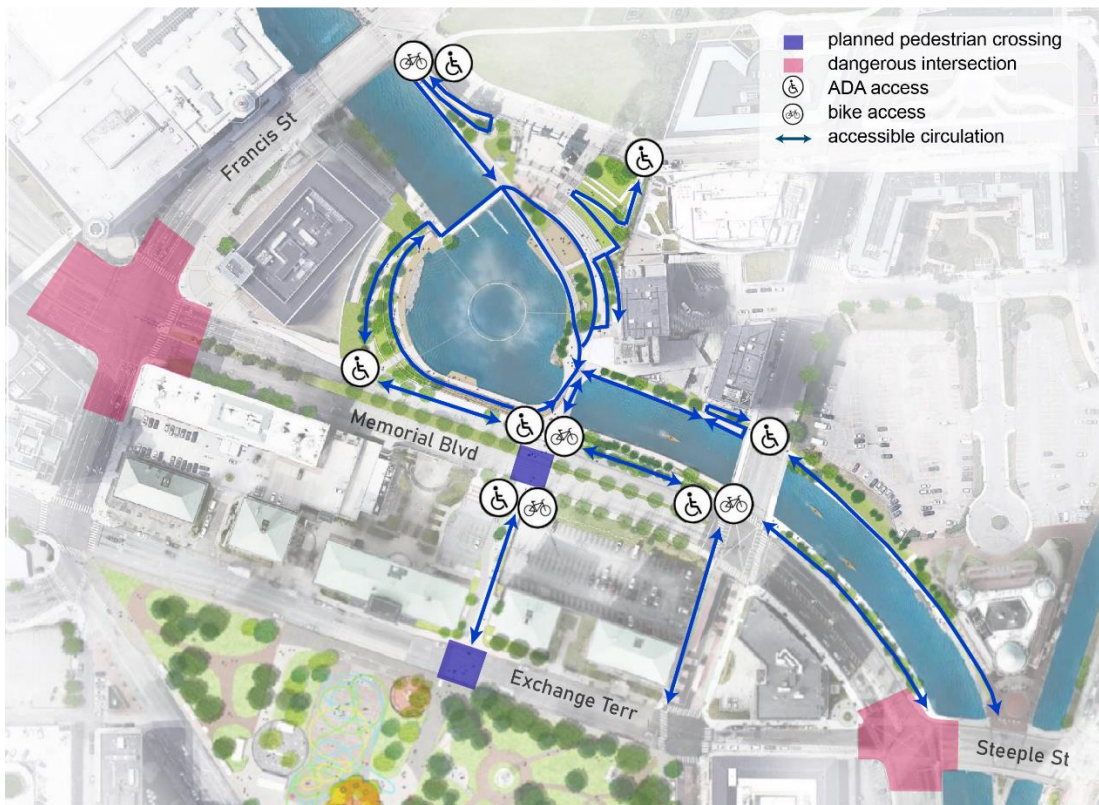
Introduction

The City of Providence (“City”) seeks services from a qualified consultant firm(s), which will be known as the “Consultant,” to advance engineering and landscape architecture, provide NEPA and other permitting services, conduct a Benefit-Cost-Analysis and Advanced Geotechnical and Environmental Analysis, conduct robust community engagement and provide advertising services to bring the current 30% engineering documents to full engineering documentation (“shovel-ready”) for The Waterplace Park Basin, Downtown Riverwalk between Francis Street and Canal Walk/Canal Street, and connections between Exchange Street and Memorial Boulevard.

Background Information

In 2020, the City created a plan to redesign unify public spaces in and around Downtown and Greater Kennedy Plaza, resulting in 30% plans for various spaces within the project area with aspects of the full project broken into phases the City could move forward with depending on availability of funds. The Department of Planning and Development received a USDOT RAISE grant to further design and engineering for this section of the project area.

Project Area



Project Funding



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Up to **\$7.8M** in funds are available through the USDOT's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program, to be administered through the City through a grant agreement with US Federal Highway Administration (FHWA) and **\$1.0M** in funds through the National Coastal Resilience Fund (NCRF) to be administered through the City through a grant agreement with the National Fish and Wildlife Foundation (NFWF).

Anticipated Project Schedule

Release of Request for Proposals: **November 6, 2023**
Pre-bid Conference: **November 29, 2023 @ 11am**

Proposals Due: December 18, 2023

Anticipated Contract Signing and Notice to Proceed: **March 18, 2024**

Project Oversight

Services under this selection will be coordinated and managed under the direction of the City of Providence Department of Planning and Development. The selected Consultant shall work with the City of Providence Department of Planning and Development in conjunction with the City's Department of Parks, Department of Public Works, Department of Art, Culture, and Tourism and other agencies and partners as required.

Proposers should contact Chris Martin, Principal Planner, at the City of Providence's Department of Planning and Development, at 401-680-8523 Or crmartin@providenceri.gov for access to a shared drive with 30% plans and other documents relevant to the project scope.

Scope of Work & Deliverables

1. **Project Management:** The Consultant shall identify a Project Manager who will serve as the primary contact person between the Consultant and the City of Providence and be responsible for ongoing oversight and management activities including:
 - a. **Prepare and submit a budget for each task.**
 - b. **Produce Invoices, Monthly Progress and Budget Reports:** Monitor the rate of progress on authorized project tasks and acceptable fulfillment of work as well Monthly Progress Reports to the City. Monthly Progress Reports shall outline work-hours and costs expended per task and a statement as to whether or not sufficient work-hours remain to complete tasks as authorized. Payment invoices shall be processed only if the required Monthly Progress Reports are current. Invoices shall be submitted no more than monthly and shall be submitted by the 20th day of each month in order to be processed in a timely fashion. Any invoices received after the 20th day of each month will not be processed until the following month.



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- c. **Prepare DBE Reports:** Monthly monitoring and reporting of DBE requirements must accompany all invoices, per USDOT requirements. The City shall supply the Consultant with forms required to be completed by the Consultant and submitted with each invoice.
 - i. The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- d. **Comply with [Appendix A & E](#) of the *USDOT Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 RAISE Program (June 23, 2023)*.**
- e. **Prepare reports or documentation required by USDOT & NFWF, as stated in the Performance Measurement Guidance for the RAISE Discretionary Grant Program and the NFWF reporting requirements, respectively. Coordinate and attend Regular Staff Coordination Meetings, Associated Meeting Materials, and Meeting Summary Notes:** Coordinate and attend regular (bi-weekly) virtual meetings with City staff to discuss findings and critical issues and review project status. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams. For the purposes of this proposal, each meeting shall be expected to be one and half (1.5) hours in duration.

Deliverables:

- Invoices
 - Monthly progress and budget reports
 - Meeting agendas for biweekly staff coordination meetings
 - Meeting materials for biweekly staff coordination meetings
 - Meeting notes for biweekly staff coordination meetings
2. **NEPA Documentation & Approvals:** As part of this planning project, the consultant team should include expertise to conduct documentation, generate reports, and obtain approvals as required by NEPA and USDOT. The consultant will assist the City in: submitting a project initiation letter prior to the start of NEPA; identifying and notifying participating agencies; developing a coordination plan with participating agencies; developing a schedule for the environmental review process; working with participating agencies and the public to develop the project's purpose and need; developing a range of alternatives with participating agencies and the public; documenting details of participation from agencies and the public; and developing an appropriate methodology and level of detail to be used in the analysis. Changes to the 30% design resulting from this process will be integrated into the project's 60% plan set by the consultant.

Deliverables:

- NEPA Documentation



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3. **Community & Stakeholder Engagement:** The Consultant shall conduct meetings and coordinate with community members and stakeholders to gather input and inform the community of the project through:
- a. **Virtual Public Meetings:** Set up, coordinate, and run two virtual public meetings. Simultaneous Spanish interpretation shall be provided by the Consultant through a professional interpretation service. (Virtual meetings have increased our reach beyond formal public hearings.)
 - b. **In Person Public Hearings:** Set up, coordinate, and run three in-person public hearings as required to meet USDOT and NEPA requirements. Simultaneous Spanish interpretation shall be provided by the Consultant through a professional interpretation service. Public hearings shall be held in accordance with the RI Open Meetings Law and Federal requirements.
 - c. **Stakeholder Meetings:** Set up, coordinate, and run quarterly meetings with stakeholders/property owners.
 - d. **Online Surveys:** Set up, coordinate, run, and summarize two online surveys to gather feedback.
 - e. **Partner and Permitting Agency Coordination Meetings:** Coordinate, facilitate, and run monthly meetings with City staff and partner agencies including but not limited to RIDOT, RIDEM, CRMC, RIHPHC, and the Army Corps to discuss findings, critical issues, and project status.
 - f. **Utility Coordination Meetings:** Coordinate, facilitate, and run meetings and calls with impacted utility providers on an as needed basis throughout the project, including but not limited to the Narragansett Bay Commission, Verizon, Providence Water, Cox, Providence DPW and Rhode Island Energy.

Deliverables:

- Set up, coordinate and run at least two public meetings
 - Conduct three public hearings for NEPA
 - Meeting agendas, materials and notes for quarterly stakeholder meetings
 - Meeting agendas, materials and notes for monthly partner meetings
 - Meeting agendas, materials and notes for utility coordination meetings, as needed
 - Create and analyze two online surveys to gather public feedback
4. **Advanced Geotechnical and Environmental Analysis:** The Consultant shall conduct the following activities and provide detailed reports and recommendations as suggested by City's preliminary geotechnical analysis to provide refined foundation design recommendations and geotechnical parameters for use during final design:
- a. develop as built drawings for the Riverwalk walls to understand the structural geometry, extent of below grade components, and original design intent;
 - b. conduct shallow test pits to understand the existing river walls' buried geometry to at least MLW depth to supplement investigations to date, document the top of sheet pile walls, determine if tie backs are present, and understand irregular wall geometries, foundation components, and areas of subsidence below walk-ways;
 - c. conduct supplemental geotechnical and environmental borings to assess the Riverwalk's walls, buried components, and channel walls;
 - d. perform ground penetrating radar survey to determine buried infrastructure;



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- e. conduct additional exploratory investigations including at least 3 geotechnical and environmental borings, shallow test pits, and pile load tests on existing granite pile caps located beneath the planned Riverwalk Connector to determine their in situ capacity;
- f. advise specific environmental cleanup efforts that may be required and develop a soil management plan as required;
- g. conduct a detailed settlement analysis for final design of pile groups and spacing as needed upon determination of final design loads by the structural engineer;
- h. and review and evaluate susceptibility to liquefaction of the Glaciolacustrine layer.

Deliverables:

- Detailed reports and recommendations based on the completed Advanced Geotechnical and Environmental Analyses listed above

5. **Benefit-Cost Analysis (BCA):** The Consultant shall produce a Benefit-Cost Analysis that shall include all information and sections suggested and required by the latest USDOT guidance for Benefit-Cost Analyses for discretionary grant programs, including, but not limited to an analysis of baselines and alternatives, demand forecasting, inflation adjustments, discounting, an appropriate analysis period, safety benefits, travel time savings, operating cost savings, emissions reduction benefits, facility amenity benefits, health benefits, agglomeration benefits, noise pollution, stormwater runoff, wildlife impacts, benefits to existing and additional users, modal diversion, work zone impacts, state of good repair, resilience, geographic extent, property value increases, capital costs, operating and maintenance costs, residual value and remaining service life, innovative technologies and techniques, a comparison of benefits to costs, net present value (NPV) a benefit-cost ratio (BCR), an economic impact analysis, financial impacts, distributional effects. The BCA shall include both a narrative (such as a technical memo) and detailed calculations used in the analysis. For the BCA narrative, each section shall detail all assumptions, calculations, and results of the BCA. The narrative and calculations shall provide enough information to allow USDOT reviewers to understand the analysis and reproduce the results. The Consultant shall document and describe all data sources in addition to information on how each source feeds into the analysis.

Deliverables:

- PDF and Microsoft Word document of Draft BCA
- Unlocked native Excel files and other files used to generate information contained within the BCA
- Revised and finalized BCA that incorporates comments and feedback from City staff.

6. **60% Plan Set:** The Consultant shall progress the design based on resolutions to comments or discussions during public and permitting agency feedback and the NEPA process and advanced geotechnical/ environmental analysis and produce a 60% Design Plan Submission, distribution of quantities, Engineer's Estimates, and three new computer-generated renderings/perspectives showing the planned improvements.

Deliverables:

- 60% design plan submission
- Distribution of Quantities
- Engineer's Estimate
- Three computer-generated renderings/perspective

7. **90% Plan Set:** The Consultant shall progress the design based on resolutions to comments or discussions during the 60% task and produce a Final Design Plan Submission, Contract Documents, distribution of quantities, and Engineer's Estimates.



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- a. **Permitting Forecast:** Prepare the Permitting Forecast. All permitting shall be identified by the Consultant and coordinated with the City and any relevant permitting agencies.
- b. **Final Design Plan Submission and Estimates:** Develop and submit a final engineering plans and engineer's estimates with adjustments made as determined through earlier tasks. This shall also include construction documents for the building components outlined in Task 6 and should clearly include and specify materials, finishes, fixtures, equipment, and appliances, structural engineering and other subconsultant drawings.
- c. **Revisions:** Revise plans as needed based on input from the City and its partners.
- d. **Contract Book Preparation:** Prepare a Construction Contract Book using the City's template and edit to include project specific conditions and specifications, details, and all other necessary documents and conditions needed for construction and advertising of the project.
- e. **Revisions:** Revise plans as needed based on input from the City and its partners
- f. **Utility and Partner Agency Coordination:** Coordinate communications and coordinate and attend meetings with utilities and partner agencies including but not limited to RI Energy, Verizon, Cox, NBC, Providence Water, Providence DPW, RISHPO, Providence Fire, Providence Police, City Planning Commission, Downtown Design Review Committee, Historic District Commission, Capital Center Commission, RIDOT, RIPTA, RIDEM, and CRMC. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams.
- g. **Permit Preparation and Submission:** Prepare and submit formal permits with associated drawings and other materials to meet all permitting requirements for successful completion of the project.
- h. **Before/ After Renderings:** Develop at least one graphic showing before and after (hand drawn or computer-generated) perspective rendering showing the improvements. Selected views for before/after renderings shall be reviewed and approved in writing by the City's project manager prior to advancement of this subtask. Drafts of all documents shall be shared with the City for feedback and one round of edits shall be planned by the Consultant.

Deliverables:

- Permitting Forecast
 - Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format
 - Contract Book in both PDF and native file (Word) format
 - Revised Contract Book in both PDF and native file (Word) format
 - Meeting agendas for utility and partner agency coordination meetings
 - Meeting materials for utility and partner agency coordination meetings
 - Meeting notes for utility and partner agency coordination meetings
 - Permits
 - Proof of submission of permits
 - Before/after perspective renderings as high-resolution JPG files
8. **PS&E Design Services:** The Consultant shall progress the design based on resolutions to comments or discussions during the 90% task;



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- a. **Edits:** Make edits to the Final Design Plan Submission, Contract Documents (including distribution of quantities), and Engineer's Estimates for a PS&E Submission.
- b. **Construction Scheduler Coordination:** Coordinate, assist, and provide project details to the construction scheduler.
- c. **Permitting Preparation and Assistance:** Prepare and assist with any and all required permitting.

Deliverables:

- PS&E Submission in both PDF and native file (Excel, Word, AutoCAD, etc.) format
- Meeting notes from meetings with construction scheduler
- Meeting notes from permit preparation and assistance meetings
- Completed permits as required by the project

Selection/Evaluation Criteria

All proposals delivered to the City shall be initially reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. All responsive proposals will then be evaluated and rated based on the proposal submittal requirements and evaluation criteria below and on the following pages. Please read information regarding each requirement and the criteria for each carefully.

The City reserves the right to award the full contract to one proposer, split the award among more than one proposer, award a partial contract for specific tasks outlined in this RFP, award no contract, and/or re-release this RFP as it deems in the best interest of the City of Providence.

1. **Completed forms as listed on Page 3 of this RFP:** These forms and documents are required as part of the proposal. Please ensure all required forms are properly completed and signed. Failure to complete all forms may result in disqualification at the sole discretion of the City of Providence.

(5 possible points)

Non-Responsive (0 pts): Provided completed forms as required by the RFP

Meets Requirements (5 pts): Failed to provide completed forms as required by the RFP

2. **Cover Letter** signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal and describing how you and your team understand the Project. Failure to provide a cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal may result in disqualification.

(5 possible points)

Non-Responsive (0 pts): Failed to provide cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

Meets Requirements (5 pts): Provided cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal



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3. **Project Approach and Understanding:** Include a Scope of Work that outlines the specific tasks and deliverables required for the project as well as a Project Approach and Understanding Narrative that describes how you and your team understand the Project, unique elements of your understanding and approach, and how you will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Please note that the architecture and landscape architecture portions of this scope of services is of the utmost importance to the success of this project. Having an experienced architecture and landscape architecture team who have successfully constructed similar contemporary, world-class buildings and structures with civic importance are critical elements of the project approach.

(30 possible points)

Non-Responsive (0 pts): A narrative describing the consultant's understanding of the Project and how they will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence was not included in the Proposal; and/or

Poor (6 points): A Scope of Work that outlines the specific tasks and deliverables required for the project was not included in the proposal. Narrative provides poor understanding of the Project and lacks detailed enough evidence to demonstrate that they will be able to meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence and/or

Below Average (12 pts): Scope of Work does not include the specific tasks and deliverables required for the project. Narrative reflects some understanding, but serious concerns remain regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Average (18 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative reflects a basic understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No major concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. If there are concerns, they are only minor.

Above Average (24 pts): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No concerns regarding consultant's understanding of and approach to requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Excellent (30 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects extremely strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence in an innovative way that exceeds other proposals and is beneficial to the City of Providence. No concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Scope of Work includes the specific tasks and deliverables required for the project.

4. **Qualifications and Recent Relevant Experience:** Provide **resumes and past project information sheets** regarding the history and experience of the lead consultant and all subconsultants proposed to be part of the project team. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in



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all work efforts identified and needing to be performed to meet the intent of this project. The Project Manager shall be clearly identified along with the roles of other significant project participants. The Prime Consultant and subconsultants shall be collectively scored based on their demonstrated level of experience and competence in the following areas of expertise. The Consultant Project Team shall possess a minimum of 5 YEARS (chronologically) in urban bike and pedestrian planning and urban design and urban landscape architecture experience. For example, the same year cannot be counted twice if two firms on the Consultant Project Team had experience that year. As part of the evaluation process, the City will assess each member of the Consultant Project Team's technical capacity and relative size in relationship to the Project. Given the workload anticipated, the Consultant Project Team must possess the capability to design numerous work assignments simultaneously and the capacity to perform said services concurrently. Respondents shall include resumes of overall key personnel to be assigned including identification of the specific Project Manager to be assigned for both the design services and post-design services portions of the Project. Respondents must possess a working knowledge of all City, State and Federal transportation laws as well as the City's and RIDOT'S design and construction policies, procedures and standard specifications.

In accordance with RI General Laws, the entities that make up the selected Consultant Project Team shall maintain required Certificates of Authorization and relevant professionals must maintain personal registrations in the State of Rhode Island as Professional Engineers and registered Landscape Architects for the defined contract term. This requirement shall apply to the Prime Consulting Firm and applicable Subconsultants(s) providing engineering and landscape design services under this contract.

It is preferred that, for the design and engineering phases of the project, an urban designer and/or landscape architect play key roles in overall project implementation. The cover letter, project team qualifications and organizational chart shall prominently indicate the role of the urban designer and landscape architect.

The Consultant Project Team shall have experience in the following:

- Planning and design of urban bicycle and pedestrian shared and separate use facilities, bicycle signage, bicycle signals, and striping improvements, particularly high comfort bicycle facilities such as separated, protected cycle tracks in urban communities
Urban placemaking and connectivity and enhancements including design of streetscapes, view corridors, pocket parks, sculpture pads, and gardens
- Design of urban streetscapes and Complete Streets
- National Association of City Transportation Officials (NACTO) guidelines
- Green Infrastructure
- Stormwater Management
- Making presentations to stakeholders and the public to expand public support and address community concerns
- Non-traditional community engagement efforts including tactical urbanism, pop-up demonstration events, street team outreach, and other methods used to engage populations typically marginalized from traditional public engagement methods
- Graphic Renderings
- Traffic calming measures
- Traffic and safety analyses
- Designing for operation and maintenance including street sweeping, snow plowing and catch basin and other stormwater facility considerations



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- Developing plans, specifications, contract documents, and engineer's estimates that follow state DOT policies and standards
- ADA Evaluation and improvements
- Geotechnical Services
- Survey
- Historical/Cultural
- Environmental (i.e. Formal Permitting Applications, Hydraulic Studies and Reports, Hazmat, Hazardous Materials/Waste Investigations, Soil Management, landscaping, etc.)
- Electrical (i.e. lighting, etc.)
- Maintenance & Protection of Traffic Control
- Right-of-Way
- Traffic Data Collection
- Signal Modifications
- Materials Testing (i.e. GPR, concrete cores, etc.)
- Utility Locating
- Contract Time Development

Please also clearly indicate your team's experience with each of the following Areas of Expertise:

- The latest publications, and its associated revisions/addendums, of the following design criteria if applicable, shall be utilized in the development of all alternate solutions and the final detail design.
- Urban Bikeway Design Guide, National Association of City Transportation Officials (NACTO):
<http://nacto.org/cities-for-cycling/design-guide>
- FHWA Separated Bike Lane Guide:
https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/separated_bikelane_pdg/separatedbikelane_pdg.pdf
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- AASHTO Roadside Design Guide
- AASHTO Standard Specifications for Highway Bridges
- AASHTO Subsurface Investigation Manual
- Accessible Rights-of Way: A Design Guide. U.S. Architectural and Transportation Barriers Compliance Board (Access Board)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The Americans with Disabilities Act (1990), as Amended
- Federal-Aid Policy Guide (FAPG) 626, Pavement Design Policy
- Federal-Aid Policy Guide (FAPG) 625, Design Standards for Highways



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- Highway Capacity Manual
- Manual of Transportation Engineering Studies - Institute of Transportation Engineers
- Manual on Uniform Traffic Control Devices
- Proposed Public Rights-Of-Way Accessibility Guidelines (PROWAG)
- Rhode Island Standard Specifications for Road and Bridge Construction, with latest revisions
- Rhode Island Standard Details, and the Bridge Design Standard Details, both with latest revisions
- RIDOT *Design Policy Memos* and “*To All Consultants*” letters, with latest revisions
- Rhode Island Bridge Design Manual
- RIDOT Traffic Design Manual
- RIDOT CAD Standards Manual
- RIDOT Highway Design Manual
- Rhode Island’s Complete Streets Action Plan
- Rhode Island Department of Transportation Design Procedures for Pavement Design, with latest revisions
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35)
- Traffic Engineering Handbook, 6th Edition - Institute of Transportation Engineers
- 23 CFR Part 650, Bridges, Structures, and Hydraulics
- 3R Policies for Collector Streets and Highways on the Federal Aid System in Rhode Island
- Successful completion of Benefit-Cost Analyses for municipal and state governments for bicycle, pedestrian, bus, park/open space, **and** stormwater improvement projects in line with USDOT’s requirements for Benefit-Cost Analyses

(30 possible points)

Non-Responsive (0 pts): Resumes and/or past project information sheets are either not included or do not provide any evidence to demonstrate past success in the stated areas of expertise outlined above.

Poor (6 points): Resumes and past project information sheets provide little evidence to demonstrate past success in the stated areas of expertise outlined above.

Below Average (12 pts): Resumes and past project information sheets reflect experience and background in some, but not all, of the stated areas of expertise outlined above.

Average (18 points): Resumes and past project information sheets reflect experience and background in all of the stated areas of expertise outlined above.



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Above Average (24 pts): Resumes and past project information sheets very clearly reflect strong experience and background bringing successful projects to fruition in all of the stated areas of expertise outlined above.

Excellent (30 points): Resumes and past project information sheets very clearly reflect extremely strong experience and background in all of the stated areas of expertise outlined above in a way that exceeds other proposals and is very beneficial to the City of Providence and to the success of this project.

5. **References:**

- a. ***Provide three relevant references for the lead Consultant as well as three relevant references for each subconsultant proposed to be a part of the project team.*** These may overlap with references for specific projects. Each reference should have the person's full name, email address, and phone number listed.
- b. ***Provide at least one reference for each project listed as part of each firm's qualifications.*** The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. Each reference should have the person's full name, email address, and phone number listed.

(10 possible points)

Non-Responsive (0 pts)

- 3 relevant references were not provided for lead Consultant; ***and/or***
- 3 relevant references were not provided for each subconsultant proposed to be a part of project team; ***and/or***
- No references were provided for each project listed as part of each firm's qualifications.

Poor (2 points)

- 3 relevant references were provided for lead Consultant, however two or more did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant; however, two or more references did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more were not directly involved in the project on behalf of hiring agency and/or references did not have direct experience supervising work of consultant.

Below Average (4 pts)

- 3 relevant references were provided for lead Consultant; however, one reference did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant, however one reference did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more did not recommend working with consultant or expressed serious concerns regarding quality of consultant's work.

Average (6 points)



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- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of consultant's or subconsultants' work.
- References were provided for each project listed. No serious concerns were expressed by references regarding quality of work.

Above Average (8 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of the consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No serious concerns were expressed regarding quality of consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.

Excellent (10 points)

- 3 relevant references were provided for lead Consultant and each subconsultant. No concerns expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No concerns were expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.

6. **Proposed Project Schedule broken down by task and subtask on a monthly basis**

(10 possible points)

Non-Responsive (0 pts): Project schedule is either not provided or does not fit within the schedule required for completion of the project as outlined by the schedule provided in this RFP.

Poor (2 points): Project schedule is provided but is not broken down by task and subtask on a monthly basis, however the schedule meets the required completion date for the project.

Good (10 points): Project schedule is provided and is broken down by task and subtask on a monthly basis. The schedule meets the required completion date for the project.

As part of the contract that results from this RFP, reimbursement shall be allowed for the following items only, and receipts and invoices from all consultants and sub-consultants must be included with each request for reimbursable expenses, as provided for below. No additional reimbursable expenses shall be allowed.

- Mileage rates shall be reimbursable for the use of a vehicle to or from necessary site visits for mileage exceeding 100 miles (per one way trip), at an amount not to exceed \$0.575 per mile driven. Requests for mileage reimbursement must be clearly dated, listed as part of invoices, and annotated as to which person they pertain to.
- Air fare, bus fare, and train fare shall be reimbursable to or from necessary site visits for economy or coach fares only if travel exceeds 100 miles (per one way trip).



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- Associated baggage fees for air, bus, and train fare shall also be considered reimbursable. Copies of receipts for all fares must be included, clearly dated, annotated as to which person they pertain to, and attached to invoices.
- Car sharing and ride sharing costs, such as Zip Car, Uber, Lyft or other similar services to facilitate travel, shall be reimbursable for travel to or from necessary site visits for economy or base fares only if said travel exceeds 100 miles (per one way trip). Copies of receipts for all such costs must be included, clearly dated, annotated as to which person they pertain to and attached to invoices.
- Meal costs shall be reimbursable as follows, only for trips exceeding 100 miles (per one way trip): Breakfast costs shall not exceed \$14.00 per person including tip and taxes. Lunch costs shall not exceed \$16.00 per person including tip and taxes. Dinner costs shall not exceed \$26.00 per person including tip and taxes. Reimbursed meal expenses are reimbursable only if the business trip is overnight or long enough that there is a need to stop for a meal to properly perform one's duties. Alcoholic beverages shall not be considered reimbursable expenses. Copies of receipts for all meals must be included, clearly dated, annotated as to which person and meal (breakfast, lunch, or dinner) they pertain to and attached to invoices.
- Lodging costs shall be reimbursable in an amount not to exceed \$155 per night including taxes and fees. Reimbursed lodging expenses are reimbursable only if the business trip is overnight or long enough that there is a need to stop for substantial sleep or rest to properly perform one's duties. Copies of receipts for all lodging expenses must be included, clearly dated, annotated as to which person they pertain to, and attached to invoices. Requests may be made, on a case-by-case basis, for lodging costs in excess to the \$155 per night maximum if it is determined that no adequate lodging is available below this cap. Lodging costs in excess of \$155 per night shall not be reimbursable unless requested in advance and approved in writing by Martina Haggerty, Director of Special Projects. If granted, documentation of the written approval must also be attached to the invoice.
- Specialized equipment rental costs shall be reimbursable only if requested in advance and approved in writing by Jessica Lance, Director of Special Projects. If granted, documentation of the written approval must also be attached to the invoice. Copies of receipts must also be attached to invoices along with a clear explanation of the date and necessity of use.
- Printing costs shall be reimbursable only for items printed to facilitate public engagement and community meetings, or for printing of deliverables to Client. Copies of receipts for printing must also be attached to invoices along with a clear explanation of the date and necessity of use.
- Language translation services for community outreach and engagement, including public meetings and project materials including print and digital material, shall be reimbursable.
- Copies of invoices from translation service providers or receipts for services must be attached to invoices along with a clear explanation of the date and necessity of use.
- Shipping and mailing costs shall be reimbursable as deemed necessary for the shipment or mailing of documents or equipment. Copies of receipts for shipping costs must be attached to invoices along with a clear explanation of the date and reason for having incurred such costs.



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Interviews: The City will reach out to the three (3) top-scoring teams for interviews, which shall have a maximum score of 20 points to be added to the total score of the proposals.

Non-Responsive (0 pts): Proposer declined opportunity for interview.

Poor (4 pts): Proposer was not well prepared for interview and/or interview team raised major concerns about proposer's understanding, approach, and/or experience.

Average (12 pts): Proposer was prepared for interview and no major concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.

Excellent (20 pts): Proposer was extremely well prepared for interview and no concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.



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Scoring Sheet (to be completed by City Evaluation Team)

		Lead Consultant: _____	Lead Consultant: _____	Lead Consultant: _____
Technical Evaluation Criteria	Cover Letter			
	Completed Forms			
	Qualifications and Relevant Experience			
	Project Approach and Understanding			
	References			
	Proposed Project Schedule			
Technical Evaluation Score (subtotal of above)				
Interview Score				
Total Score (Technical Evaluation Score + Cost Proposal Score + Interview Score)				

Final selection: Once all interviews have concluded, the City shall attempt to negotiate a contract with the highest qualified firm at compensation which the City determines is fair and reasonable to the City. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall undertake negotiations with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with that firm, the City shall undertake negotiations with the third most qualified firm. The City reserves the right to reject all bids.



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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- **Certificates and Registrations:** In accordance with RI General Laws, the entities that make up the selected Consultant shall maintain required Certificates of Authorization and relevant professionals must maintain personal registrations in the State of Rhode Island as Professional Engineers for the defined contract term. This requirement shall apply to the Prime Consulting Firm and applicable Sub-consultants(s) providing engineering, architecture, or landscape design services under this contract.
- **Safety and COVID Plan:** The Consultant must provide the City with a copy of its Health and Safety Program, as required per OSHA, and must include current COVID-19 testing and screening procedures for the Consultant's employees.
- **Proof of Insurance:** The Consultant shall maintain the following insurance until termination of this Agreement and require the same insurance coverage for all of their subcontractors or consultants:
 - Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage.
 - Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.



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- The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Commercial General Liability and Automobile Liability, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- Workers' Compensation at statutory limits.
- Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and One Million Dollars (\$1,000,000) policy limit.
- Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.
- Additional Insured Obligations: To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City of Providence and Providence Public Building Authority as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's or Providence Public Building Authority's insurance policies and shall apply to both ongoing and completed operations.
- The Consultant shall provide certificates of insurance to the City that evidence compliance with the requirements listed herein. All insurance coverages shall be approved in advance by the City and all carriers shall be admitted to do business in the State in which the Project is located and shall have a rating of A-VII or better by A.M. Best Company. All insurance, except professional liability coverage, should name the City of Providence and Providence Public Building Authority as an additional insured, include waiver of subrogation in favor of City, and provide that coverage is primary and non-contributory to any other valid and collectible insurance available to the City. As to professional liability coverage, that coverage shall provide to compensate the City for all negligent acts, errors or omissions by the Consultant, its firms, its agents, employees and consultants arising out of this agreement. Said professional liability coverage shall have a deductible not exceeding \$100,000 per occurrence. Professional liability coverage shall remain in effect for at least three (3) years from date of Substantial Completion.



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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- 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.