

### **REQUEST FOR PROPOSALS**

Item Description: Public Street Improvements – Design and Engineering Services (2-year contract)

Procurement/MinuteTraq #: 43589

Date to be opened: 1/16/2024

**Issuing Department**: Sustainability

### **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation 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
  - Email: <u>gdiaz@providenceri.gov</u>
    - 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:
  - Name: Kevin Proft
  - Title: Dep Director of Sustainability
  - Email Address: <u>kproft@providenceri.gov</u>

Questions may be submitted to the appropriate contact by January 3, 2024. Responses will be posted in the form of an addendum to this RFP on January 9, 2024

### **Pre-bid Conference**

There will be a Non-Mandatory Pre-Bid Conference (virtual) on January 3, 2024 at 11 a.m. The link to join the meeting is included in the Bid Package Specifications below.



### **INSTRUCTIONS FOR SUBMISSION**

### **Meeting Date: 1/16/2024**

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> <u>311, City Hall. 25 Dorrance Street, Providence</u>. 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 3<sup>rd</sup> 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

\*\*<u>PLEASE NOTE</u>: 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 <u>NOT</u> requested to be provided in your initial bid by design.

<u>All bids submitted to the City Clerk become public record</u>. 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.



### **BID PACKAGE CHECKLIST**

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> 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*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-12) or on: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>

### \*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- 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.
- Signed Addenda, including the Response to Bidder Questions addendum.
- 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. The Purchasing Department reserves the right to accept or reject any and all proposals and/or to waive any informalities if in its sole judgment it is deemed to be in the best interest of the City of Providence.



### **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 <u>Open Meetings Portal</u>.
- 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 (<u>RIGL Sec. 37-13-1 et seq</u>.)
- 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.)



### **BID TERMS**

- Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany a bid, or the bid will not be considered by the Board of Contract and Supply</u>. 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)  $\boxtimes$  No financial assurance is necessary for this item.
- 2. Awards will be made within **nighty (90) 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, <u>RIGL 28-29-1</u>, 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.



### **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 <u>other than Rhode</u> 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



### **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



### **BID FORM 3: Certificate Regarding Public Records**

Upon behalf of	(Firm or Individual Bidding),		
Ι,	(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



### **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances <u>Sec. 21.-28.1 (e)</u>, 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 <u>R.I.G.L. § 36-14-2</u>, "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. 2128.1 (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 <u>Sec. 21.-28.1 (e)</u>).

a. Members of the Providence City Council?  $\Box$  Yes  $\Box$  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?  $\Box$  Yes  $\Box$  No

 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):
 Contribution Amount(s):



- c. The Mayor of Providence?  $\Box$  Yes  $\Box$  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?  $\Box$  Yes  $\Box$  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



### **MBE/WBE Participation Plan**

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:						
Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
<ul> <li>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? (Check all that apply).</li> <li>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</li> <li>Nonprofit organizations are not required to complete the rest of this form.</li> <li>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</li> </ul>						
Name of Subcontracto		DE Outrea				
Type of RI Certification		□MBE	□WBI	3	□Neither	
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Supp of Work provided in the Total Contract Value (	tractor or Materials plier Per the Scope ne RFP		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Pe	erformance:		ταιώς (φ).		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
I certify under penalty of perjury that the forgoing statements are true and correct.						
Prime Contractor/Vendor Signature     Title     Date				Date		
Subcontractor/Suppl	ier Signature			Title		Date

\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



### **MBE/WBE Waiver Request Form**

### Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <u>gdiaz@providenceri.govmailto:mbe-wbe@providenceri.gov</u>, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed**, **City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:	Contact Email and Phone	
Company Name, Address:	Trade	
Project /Item Description (as seen on RFP):		

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of  $\______$ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representative Printed Name of City of Providence MBE/WBE Outreach Director Date Signed



### **BID PACKAGE SPECIFICATIONS**

### I. Project Overview and Scope

### a. Purpose

This RFP seeks a qualified vendor to complete design and engineering of the Public Street Waterfront Access Project, which will improve a City-owned right of way to enable safe and welcoming access to the Providence River via Public Street. The Project is at 30% design.

### b. Background Information

The City of Providence (City) has an interest in providing more equitable waterfront access to its port-adjacent communities like South Providence and Washington Park. These neighborhoods are largely cut off from the waterfront by I-95 and the Port of Providence. Their limited waterfront access is an equity issue given that the City's wealthier neighborhoods include robust access to waterfront parks.

In 2021, the Coastal Resources Management Council (CRMC) designated Public Street between Allens Avenue and the Providence River a public right of way, guaranteeing access to the waterfront at Public Street in perpetuity. Despite CRMC's designation, Public Street is currently unsafe and uninviting for pedestrians. The City-owned right of way does not have sidewalks and does not include amenities for visitor, such as benches, lighting, or shade. Further, the site's neglected state encourages unwanted behaviors, such as illegal dumping. The site does not have any functional stormwater management infrastructure and the road surface is failing.

The Public Street Waterfront Access Project (Project), being led by the Department of Sustainability (Department), will improve Public Street between Allens Avenue and the Providence River to enable safe and welcoming access to the water for South Providence residents, while accommodating the operational needs of abutting industrial business owners. The Project will delineate space for pedestrians and vehicles, add lighting, and maintain sightlines to the waterfront to improve safety. The Project will also add amenities, including shade trees and benches. The project will introduce green infrastructure to the site to manage stormwater and improve water quality. Visitors will be directed to the site by engaging signage. The Project will also include the design and construction of a new dock and gangway extending approximately 80 to 90 feet from the end of Public Street into the Providence River. Taken together, the improvements will increase the public's beneficial use of the site, which will discourage unwanted behaviors like dumping.

### c. 30% Design

The project stands at 30% design. The 30% design process included site analysis, stakeholder and public engagement, and design documents and renderings. The 30% Design deliverables are included as Appendix 1 with this RFP.

### d. Existing Conditions

The Project will be implemented within Public Street, a City-owned right of way between Allens Ave and the Providence River (the project area). Public Street is approximately 510 feet long between Allens Avenue and the river. There are two distinct sections of the right of way, a 320-foot by 50-foot western section and a 190-foot by 25-foot eastern section.

The western section provides access to three abutting businesses – Eastern Salt Company to the north of the project area and Sims Metal and Pete's Tire Barn to the south of the project area. Eastern Salt Company leases its site from RI Energy. Sims Metal owns two sites – a vacant lot near the water and a vacant historic building at the corner of Allen's Ave and Public Street. All three businesses attract heavy trucks, including tractor trailers, to Public Street. Eastern Salt Company is accessible from Allens Avenue and Public Street, while Pete's tire Barn and Sims' vacant lot are only accessible from Public Street. The western section is entirely paved with asphalt, which is in very poor condition. Utility poles and



streetlights line the southern side of the western section. A fire hydrant is located at the northeastern extent of the western section.

The narrower eastern section does not provide access to any businesses, but does provide access to a manhole at its eastern extent. The manhole is associated with the remedial measures taken to clean up soil contamination on the parcels to the north and south of the project area. RI Energy is the responsible party for the remedial measures. The manhole falls within an RI Energy controlled easement that crosses the eastern edge of the project area from north to south. Any disruption to this easement caused by the Project must be coordinated with RI Energy and RI Department of Environmental Management (RIDEM). The eastern section is made up of broken pavement and gravel. There is no lighting along the easter section. The eastern section is lined along its northern and southern extent by fencing erected by abutting property owners.

A rip-rap slope separates the right of way from the water. The water in the area is shallow, especially at low tide when the water recedes leaving a wide mud flat. This area is often littered with both trash and larger bulky items.

### e. Utilities

There are two pipes within the right of way, a stormwater pipe running the length of Public Street from Allens Ave to the manhole near the river and a water line running from Allens Ave to the fire hydrant. The former is abandoned. The latter was installed around 2013 and is active.

Ownership of the stormwater pipe is in dispute. The City claims Narragansett Bay Commission (NBC) owns the pipe. NBC claims the City took ownership of the pipe after it was disconnected from NBC's combined system. The pipe connects to the catch basin within RI Energy's easement near the river, then discharges to the river through an outfall. In recent years, an oily residue has been observed at this outfall. It is hypothesized that the pipe in question may be damaged, and that oily groundwater is leaking into the pipe and then discharging into the bay. RI Energy, the property owner to the north of the site and the responsible party for the remedial work completed to clean up the abutting brownfields sites, was tasked by RIDEM with scoping the pipe to identify if this hypothesis is accurate. Unfortunately, the pipe is filled with sediment which is preventing the scoping from moving forward. At this time, the City does not believe it is its responsibility to clear the sediment from the pipe to accommodate RI Energy's scoping. They claim RI Energy should clear the pipe to conduct its scoping or NBC should clear the pipe given the City believes NBC to be the owner of the pipe. Ideally, this pipe issue can be resolved as part of this Project, which intends to reconstruct the roadway over the pipe.

### f. Soil Contamination

Historic abutting uses to the project area have resulted in soils within the project area being contaminated. As such, the City intends to cap the entire site via RIDEM-compliant measures such as asphalt, cement, or lined stormwater BMPs to ensure visitors do not come into contact with contaminated soils.

During 30% design, the City engaged an environmental engineer to begin discussions with RIDEM about an appropriate pathway forward pertaining to managing and/or disposing of the potentially contaminated soils on site. The engineer's summary of findings pertaining to existing conditions and the appropriate pathway forward is included as Appendix 2 with this RFP. Further conversations with RIDEM will be necessary to finalize an appropriate and safe pathway forward.

### g. CRMC's Jurisdictional Area

The Project area is within CRMCs jurisdictional area and will require permitting.

### h. EPA Funding



Funding for the Project comes, in-part, from U.S. EPA. As such, the Project will require a QAPP. The QAPP will likely be limited only to soil sampling.

### i. Scope of Work

This solicitation seeks a qualified vendor for the following scope of work.

- i. <u>Pre-Design Coordination</u>
  - 1. QAPP Coordination Coordinate with U.S. EPA to develop a QAPP in conformance with terms and conditions associated with the funding for the current and future stages of the project. Submit the QAPP to U.S. EPA for approval. Make revisions and resubmit as necessary to secure an approved QAPP.

a. Deliverable: Approved QAPP

- 2. RIDEM Coordination Coordinate with RIDEM to identify an appropriate pathway forward pertaining to the management of potentially contaminated soils at the project site. Conduct any necessary assessments and develop all necessary documents to execute the agreed upon approach (e.g. soil sampling, remedial action work plan, etc.). By the end of the contract term, all necessary approvals from RIDEM must be secured to permit the project to proceed to construction. Any required cleanup activities will be executed in tandem with the construction phase of the project.
  - a. Deliverables: MOU or equivalent between City and RIDEM describing RIDEM's requirements pertaining to soil contamination as they relate to the Project; all required assessment, remedial planning, or approval/permitting documents needed to advance project to the construction stage.
- CRMC Coordination Coordinate with CRMC to determine the scope of required permitting, which may include, but not be limited to, stormwater discharge to the Providence River, dock construction, land-based construction activities, etc. Prepare and submit all necessary documents and permit applications. Revise and resubmit as necessary to secure permits.

a. Deliverables: Approved permit(s)

- 4. NBC/RI Energy/City of Providence/RIDEM Coordination Convene stakeholder meetings to resolve issues regarding the stormwater pipe described above. Prior to the first meeting, compile and review baseline documentation and prepare an executive summary to inform the conversation. At meetings, facilitate a conversation aimed at finding a mutually beneficial resolution for all parties. Prepare meeting agendas and meeting summaries documenting the conversation and next steps. The consultant's project lead and at least one key technical staff person must participate in these meetings. (Up to four in-person 1-hour meetings).
  - a. Deliverables: Executive summary of baseline information; meeting agendas; meeting summaries with action items.
- 5. Mayor's Administration Coordination Meet with the Mayor's Administration, including the Sustainability Director, DPW Director, Parks Director, Chief Operating Officer, Chief of Policy, and the Mayor, among others, to ensure a shared understanding of the project prior to progressing from 30% design. Prepare meeting agenda and materials and a meeting summary documenting the conversation. The consultant's project lead and at least one key technical staff person must participate in this meeting. (One in-person 1hour meeting).

a. Deliverables: Meeting agenda; presentation materials; meeting summary.



- 6. Stakeholder Engagement Following a-e above, coordinate and facilitate meetings with each abutting business owner/property owner (RI Energy, Eastern Salt, Pete's Tire Barn, Sims Metal) to share project approach and solicit final feedback before progressing from 30% design. Prepare meeting agendas, materials, meeting summaries, and a synthesis of feedback. The project lead must participate in these meetings. (Up to four virtual 1-hour meetings).
  - a. Deliverables: Meeting agendas; presentation materials; meeting summaries and synthesis of feedback.
- Public Engagement Following a-e above, develop materials for, participate in, and draft summaries of public engagement meetings to share project approach and solicit final feedback before progressing from 30% design. The consultant's project lead and public engagement staff must participate in these meetings. (1 stand-alone, in-person meeting, up to 2 in-person piggyback meetings [e.g. neighborhood associations, ward meetings, etc.])
  - a. Deliverables: Meeting agendas; presentation materials; meeting summaries and synthesis of feedback.
- ii. Plans, Specifications, and Estimates (PS&E)
  - 1. Progress project from 30% design to PS&E. Incorporate regulatory requirements and feedback identified during the Pre-Design Coordination phase of this scope.
    - a. Deliverables: Two full-sized PS&E plan sets; PDF and CAD version of PS&E plan sets.
  - Meet with the Mayor's Administration to review progress at 70%, 90%, and final design. Prepare meeting agendas and meeting summaries documenting the conversation. Provide 2 full-sized sets of key plan sheets and 11x17 sets of complete plans for review at the meetings. The consultant's project lead must join these meetings. (Three 1-hour in-person meetings).
    - a. Deliverables: Paper and PDF versions of draft plan sets at 70% and 90% design; Paper versions of PS&E plan sets; meeting agendas, materials, and summaries.
  - 3. Prepare bid documents for construction. At the end of the contract term, the package of bid documents, including PS&E, permits, and regulatory approvals, among other items, must be fully assembled and in a form that permits the City to bid the project for construction.
    - a. Deliverables: Complete bid package (PDF).
  - 4. Develop materials for, participate in, and draft summaries of presentations of the final plans to the public. The consultant's project lead and public engagement staff must participate in this meeting. (Two in-person public meetings).
    - a. Deliverables: Meeting agendas; presentation materials.
- iii. Project Facilitation
  - 1. Kick-off meeting Meet with the project steering committee to introduce key staff and learn about the project history and goals. The consultant's project lead and key staff and subconsultants must join this meeting. (One 1-hour in-person meeting).
    - a. Deliverables: Meeting agenda and summary.
  - 2. Regular meetings Meet on a bi-weekly basis with a project steering committee comprised of City staff and community representatives. Prepare meeting agendas and



meeting summaries with next steps. The consultant's project lead and key staff relevant to agenda topics must join these meetings. (Ongoing 1-hour virtual meetings).

- a. Deliverables: meeting agendas, materials (as needed), and meeting summaries with next steps.
- 3. Be available for calls from the City's project lead between meetings as needed.

### j. Add Alternates

Add Alternate 1: Bidders may provide a quote for developing a 10% concept design of Public Street between Eddy Street and Allens Avenue. The purpose of this design would be to improve the City's ability to develop and secure future grant funding. The concept design must incorporate community input from the 30% design portion of this project, and include streetscape improvements, street trees, green infrastructure, sidewalk improvements, and underpass murals among other features.

### k. Public Engagement

This Project represents a community identified priority. As such, robust public engagement was conducted during the 30% design phase of the Project and public engagement will continue to be prioritized during the upcoming design phase. It is recommended that bidders ensure professionals with public engagement expertise be included on the project team to ensure meaningful opportunities for the public to learn and provide feedback on the project.

### I. Equity

South Providence and Washington Park are diverse communities on the frontline of the climate crisis. They are disproportionately impacted by economic, health, environmental, and quality-of-life disparities. This project recognizes the inequitable access to the waterfront experienced by residents living in South Providence and Washington Park compared to wealthier neighborhoods in the City. The City, through the Public Street Waterfront Access Project, aims to take a small step to rectify this inequity, while recognizing this intervention does not solve the problem. Given the nature and goals of this project, bidders should demonstrate a strong understanding of equity issues facing frontline communities in Providence and propose an approach to the project that centers equity and ensures meaningful public engagement of frontline community members.

### **II. Instructions to Bidders**

### a. RFP Schedule

Below is the RFP schedule. The Department may change these dates at its sole discretion, in the form of an addendum. All notifications and amendments to this RFP will be posted via the Rhode Island Municipal Bidder Notification System. More information is available at https://www.providenceri.gov/purchasing/.

- i. RFP Posted
- ii. Pre-Bid Conference (Virtual)
- iii. Deadline for Bidder Questions
- iv. Response to Bidder Questions
- v. Proposal Due Date
- vi. Intended Award Date

December 18, 2023 January 3, 2024 at 11:00 a.m. January 3, 2024 January 9, 2024 January 16, 2024 at 2:15 p.m. January 29, 2024 or February 12, 2024

### b. Pre-Bid Conference

There will be a non-mandatory pre-bid conference on the date and time included in the chart above. Bidders may take this opportunity to learn about this RFP and ask clarifying questions. The Department will post Bidders' questions and the



Department's responses from the pre-bid conference in an addendum to this RFP on the Response to Bidder Questions date included in the chart above.

Pre-Bid Conference Link:

### Join on your computer, mobile app or room device

<u>Click here to join the meeting</u> Meeting ID: 215 405 491 125 Passcode: nfk3mb <u>Download Teams</u> | <u>Join on the web</u>

### Or call in (audio only)

<u>+1 332-249-0606,,785993663#</u> United States, New York City Phone Conference ID: 785 993 663# <u>Find a local number | Reset PIN</u>

### c. Questions and Addenda

Bidders are advised that once the RFP has been issued, all contact must be handled per the guidance on page 1 of this RFP package. Instructions for participating in this bidding process and information regarding this project will be provided only through this RFP, the pre-bid conference, and written addenda. Questions may be submitted to the appropriate contact by the Deadline for Bidder Questions date included in the chart above. Responses will be posted in the form of an addendum to this RFP on the Response to Bidder Questions date included in the chart above.

Any addendum issued to Bidders prior to the proposal opening date will include an addendum acknowledgement section. Since all addenda shall become a part of the RFP, all addenda must be signed by an authorized Bidder representative and returned with the Bidder's proposal. Failure to sign and return any addendum acknowledgements may be grounds for rejection of the proposal response.

### d. Submission Process

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. All proposals must include 2 original printed proposals and must be received before the deadline in a sealed package to the following address:

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

Proposals must include the following documents:

- Completed City bid forms 1, 2, 3 & 4
- M/WBE forms (and approved M/WBE waiver, if applicable).
- Proposal
- Signed addenda



A checklist has been provided for respondent's convenience on page 3 of this RFP.

### e. M/WBE Forms

All Bidders must include the relevant M/WBE forms included on pages 11-12 of this solicitation. <u>If a bidder will not meet</u> the City's goal of 20% M/WBE participation, a waiver must be requested. The approved waiver must be submitted with the Bidder's proposal, so a request should be placed as soon as the bidder knows they will not meet the goal to ensure adequate time for the waiver request to be processed and approved.

### f. Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the proposal due date and time. Once the proposal due date has passed all proposals become the property of the City.

### g. Available Funding

The City has an available budget between \$125,000 and \$175,000 for this project. The funding comes from a combination of the Sustainability Department's FY24 budget and a Narragansett Bay Estuary Program grant.

### III. Terms and Conditions

### a. Proposal Ownership

All materials submitted in response to the RFP shall become the property of the City upon bid opening and will be considered as part of this RFP.

### b. Accept/Reject Proposal

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this RFP. The City reserves the right to waive technicalities, irregularities, and omissions. The City reserves the right to make the award in a manner deemed to be in the best interests of the City and to correct any award erroneously made as a result of a clerical error on the part of the City. Proposals received after the due date and time indicated on the cover of this bid will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid https://www.providenceri.gov/purchasing/how-to-submit-a-bid/.

### c. Rhode Island Public Records Law

Vendors are advised that all materials submitted for consideration in response to this RFP will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exceptions, and will be released for inspection immediately upon request after an award is made.

### d. **RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the City and that interpretation shall be final.

### e. Modification of Terms

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidders response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The City reserves the right to reject any proposals that alter the terms specified in the RFP.

### f. Confidentiality



From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the City. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.

### g. Contract Term

The City seeks to enter into a one-year contract from the date of execution of an agreement for services. Ideally, an agreement will be executed in February 2024.

### h. Regulations

The Subrecipient shall conduct all work funded under this Agreement in compliance with the following:

- Grant terms and conditions from NBEP and SNEP WIG U.S. EPA funded grant programs.
- All local, state, and federal laws; and
- Any subsequent Federal, state, and/or City of Providence Policy Memos, Regulations, Communications, and guidance.

### i. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the City quarterly, or at such other intervals as requested, any information, documents or certifications requested by the City which the City deems reasonably necessary to substantiate the Subrecipient's continuing compliance with the provisions of all applicable grant program rules, guidelines, criteria, regulations, or the Act. Reports must be submitted in such format as prescribed by the City. The City shall retain the right to change reporting requirements from time to time as it deems necessary.

### **IV. Proposal**

### a. Technical Proposal

Bidders are encouraged to limit proposals to 20 pages or 10 pages back and front. The proposal should address each of the following elements:

- i. Firm description: Bidders should provide a description of their firm and any subcontractors and demonstrate their expertise in each of the core disciplines associated with the project, including:
  - 1. Stakeholder and community engagement in environmental justice communities
  - 2. Road design and engineering
  - 3. Green stormwater management
  - 4. Landscape design
  - 5. Brownfields assessment and remediation
  - 6. Dock design and engineering
  - 7. Permitting, QAPPs, and regulatory compliance (U.S. EPA, RIDEM, CRMC)
- ii. Staff Qualifications: Bidders should provide resumes or bios for key staff, including subcontractors, that will be assigned to the project. These pages will not be counted towards the page limit.
- iii. Project Case Studies and References: Bidders should submit three case studies that demonstrate their experience working on projects of a similar nature and complexity. Bidders should provide contact information for each client to help the City gauge past performance. The City reserves the right to contact references that the Bidder submits. Bidders must provide a contact name, telephone number, and email address.



- iv. Knowledge of local context: Bidders should demonstrate a strong knowledge of the local context surrounding the Port of Providence and neighboring frontline communities like South Providence and Washington Park, with a focus on how that context influences the Project.
- v. Project Timeline: Bidders should provide a project schedule with major and minor milestones. Given the time constraints associated with the Project's funding sources, this phase of the project must be completed within one year of award.
- vi. Project Narrative: Bidders should address each item from the Scope of Work, including descriptions of their approach to:
  - 1. community engagement in frontline communities.
  - 2. coordinating with U.S. EPA, RIDEM, and CRMC.
  - 3. facilitating conversations between stakeholders regarding the contested stormwater pipe.
  - 4. facilitating stakeholder meetings, including with the Mayor's administration and abutting property and business owners.
  - 5. the design and engineering process, including how the City will be kept informed to ensure the project remains aligned with its expectations and goals.
  - 6. working with the City's project lead and steering committee.
- vii. Cost Proposal: Bidders should provide a cost proposal based on a 12-month contract term that includes a line-item budget.
- viii. Add Alternate 1: Bidders may choose to provide a quote for developing a 10% concept design of Public Street between Eddy Street and Allens Avenue. The purpose of this design would be to improve the City's ability to develop and secure future grant funding. The concept design should incorporate community input from the 30% design portion of this project, and include streetscape improvements, street trees, green infrastructure, sidewalk improvements, and underpass murals among other features.

### b. Selection/Evaluation Criteria

The City reserves the right to select the firm(s) that it deems to be most qualified and responsible to provide the goods and/or services as specified herein. Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of City staff and a community representative. The TEC first shall consider technical proposals. Technical proposals must receive a minimum of 75 out of a maximum of 100 points (75%) to advance to the cost evaluation phase. Any technical proposals scoring less than 75 points shall not have the accompanying cost proposals opened and evaluated and will be dropped from further consideration. Technical proposals scoring 75 points or higher will have the cost proposals evaluated and assigned up to a maximum of 20 points in the cost category bringing the total potential evaluation score to 120 points.

- i. Firm Experience: Points are based on the bidders ability to demonstrate expertise in the core disciplines required to successfully complete the project.
- ii. Staff Qualifications: Points are based on the amount of relevant and successful experience staff assigned to the project have.
- iii. Case Studies: Points are awarded based on the the case studies' similarities in type and/or complexity to the requested scope of work and the bidder's ability to execute on time and on budget.
- iv. References: Points are based on the provision of the requested references, and, if contacted, the references' assessments of the Bidders qualifications as they pertain to this RFP.
- v. Knowledge of Local Context: Points are awarded based on the firms ability to demonstrate a nuanced understanding of the context of the Port of Providence and nearby frontline communities and how that context influences the project.



- vi. Project Timeline: Points are based on the provision of a timeline that falls within the requested project timeframe and is achievable.
- vii. Project Narrative: Points are awarded based on the bidders ability to demonstrate an understanding of the objectives of the Project and describe an approach that will address the specific needs described in the scope of work.
- viii. Bid Forms and M/WBE forms: Points are based on whether required forms have been submitted and properly completed. Vendors not meeting the City's M/WBE goals must secure and submit an approved waiver with their bids (see page 11). Vendors not submitting all required forms may be disqualified. The Purchasing Department reserves the right to accept or reject any and all proposals and/or to waive any informalities if in its sole judgment it is deemed to be in the best interest of the City of Providence.
- ix. M/WBE Participation: Bidders that are M/WBE certified by the State of Rhode Island or which meet the City of Providence's goal of 20% M/WBE participation will receive 5 points.
- x. Cost Proposal: The City will compare the proposed costs to the proposed services and consider both value and overall cost.

### <u>Criteria</u>

|--|

Firm Experience	20
Staff Qualifications	20
Case Studies	10
References	5
Knowledge of local context	10
Project Timeline	5
Project Narrative	20
Bid Forms	5
M/WBE Participation	5
TOTAL POSSIBLE TECHNICAL POINTS	100
Cost Proposal	20
TOTAL POSSIBLE POINTS	120



### 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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- •



### **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.
- 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



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.



Revised: 4/29/2023

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

### Appendix 1

30% Design Deliverables

### Existing Conditions

# **PUBLIC STREET - SITE LOCATION**

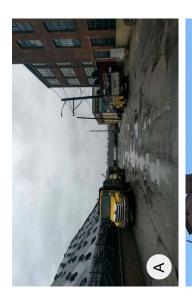


## **PUBLIC STREET - SITE**

# Public St. has three distinct areas:

(A) Wider portion of Public St. consisting of a paved asphalt street. Business located on the block requiring vehicle access and parking.

(B) Narrower unpaved and capped portion of the right-of-way extending into the waterfront. This is a narrow stretch extending into high tide line. (C) Waterfront areas adjacent to Public Street lot that are visible during low tide. These areas are a sandy "beach" and habitat for shoreline wildlife.





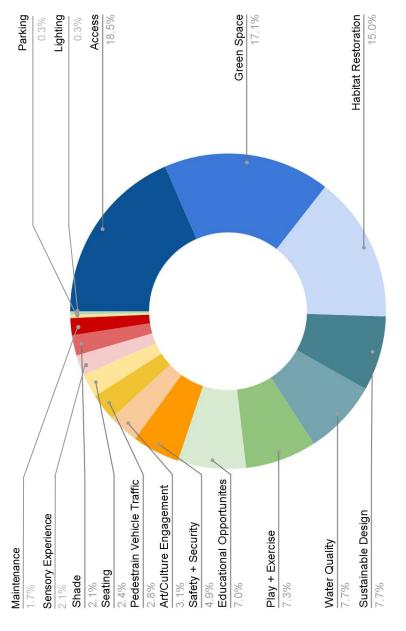


# **Public Engagement**

# **Goals for Public Street**

should have a complete message with a aesthetically beautiful but functional; it provide the residents with a space that community. According to participants, important goal for Public Street is to place to relax, rest, and allow for easy Participants favored a design that is this space should give the people a The participants expressed that an will uplift and bring hope to the access to walk along the water. clear statement of intention. The pie charts documents the top goals for Public Street:

- Access
- Green Space с'і
- Habitat Restoration м. 4. ru
- Sustainable Design Water Quality



## 1. Access - Overview

Included here are some highlights of feedback for each of the top goal categories.

### ACCESS

waterfront is sealed off from the citizens; the community needs a space that allows nature, and connection to everyone to capture the The South Providence benefits of the views, the water.



expand beyond just the end of the street, both along the welcome the community shore and into the river. Need more spaces that access to the river. May





SCOOTER/ BIKE **STATIONS**  extend elements onto Allens Ave and Public

The design should

people into the site.

Street, to funnel

**DEFINED PEDESTRIAN** 

WALKWAY



CONNECTIVITY

FAMILY ORIENTED

**CONNECTION TO** 

THE WATER



This project could connect with other Allens Ave open



**TRANSPORTATION POINTS - PUBLIC** 

**RESTORE I-95** 

**EXTEND DESIGN** 

UNDERPASS

TOGETHER BRIDGE

**CONNECT TO EXISTING** 

**BIKE PATHS** 

# 2. Green Space - Overview

Included here are some highlights of feedback for each of the top goal categories.

### **GREEN SPACES**

return of a natural-like natural landscapes of consideration the the site's history green space Take into

LANDSCAPE HISTORY



BENEFITS HEALTH

Providence and guest An outdoor space for the people of South and explore/interact to frequently utilize with nature

CALM SPACE





**AIR + SMELL** IMPROVE



SHADE

healthy space within

Provide a green

ADDRESS POLLUTION

SALT TOLERANT VEGETATION

PERMEABLE SURFACES



Jrban contaminated South Providence's

area.

NATIVE PLANTING + FARMING

FLORA + FAUNA

NATIVE

planting and farming Introduce big native trees and lush native currently difficult to find spaces for large canopy trees. It is

≷



# 3. Habitat Restoration - 4. Education Overview

Included here are some highlights of feedback for each of the top goal categories.

# HABITAT RESTORATION

cleaned for the health wildlife and all that is The river needs to be of the rest of the Bay, to preserve existing connected.

### HEALTH

### CHANGE OVER TIME ECOLOGICAL

an increase ability to create restoring habitat, there is environment we occupy sustain us if out system could not provide? By food source space. Can the current

### **ENVIRONMENT RESTORE THE**

FOOD SOURCE



attract nature and allow Wildlife habitat that will throughout the site (birds, aquaculture) for observation

for persons of all ages to be familiarized with the natural world in which

Create an opportunity

### ATTRACT



### **PRESERVATION + RECLAIM HABITAT**

### **EDUCATION**



and how the waterfront cultural, environmental, ecological information, has changed (QR code/ Provide historical, vandalism proof).



they occupy.

ROUND YEAR

ACROSS ALL AGE

GROUPS



### ACCESSIBLE



### CLASSROOM OUTDOOR

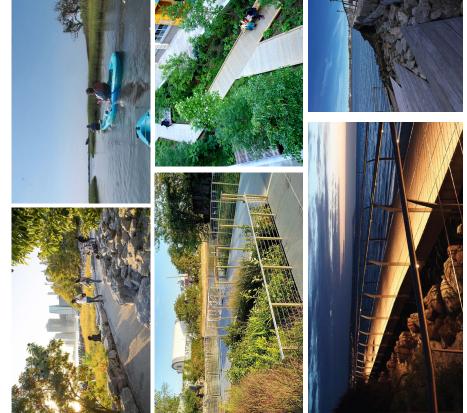
**YOUTH VOICES CENTER FOR** 

GARDENING

COURSES

educational opportunities. Possibility of supporting research site (college + field trips (K-12) and containing paced Gathering space universities)

# **Priorities for Public Street**



### **Design Elements:**

signage - Clear, provide diverse languages, consistent and bold, large signage at the entrance, staggered signs with small amount of information, sign located at the corner of Allens and Public St to preview the site Aesthetic - Preference of old industrial, cobblestone stamped surfaces, integration of the industrial history and fabric, less of a modern/sleek design **Creenery** - Wetland plants, creative gardening, less asphalt based and more soil based, asymmetrical contours of trees and rocks, native meadows and mowed path, habitat creating barrier islands, permeable and planted areas Materials - Comfortable materials that can be used

Materials - Comfortable materials that can be used throughout the year and at different seasons, bamboo screen, pavers, glass bottom deck, stone path Lighting - Solar power lights, decorative lighting with name of the street

Features - Painted super graphic, allow for creativity and color, Avenue concept art, amphitheater, benches and wooden seating, place for kayaks, seating at water's edge (with viewing windows), winding path to the water, bold design features/text, minimal fencing

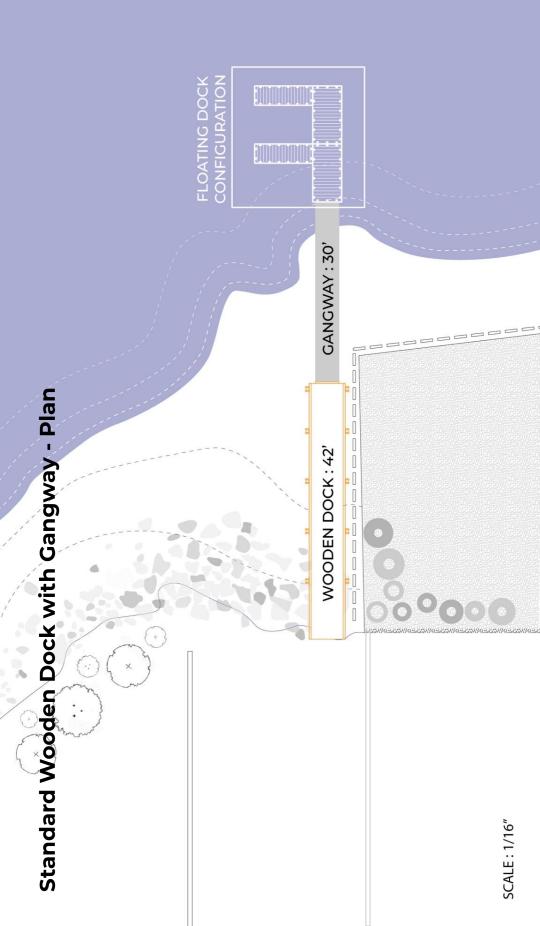
# **30% DESIGN RENDERINGS**



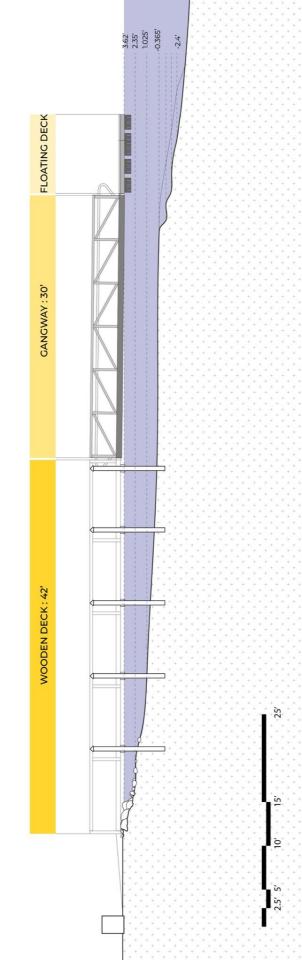




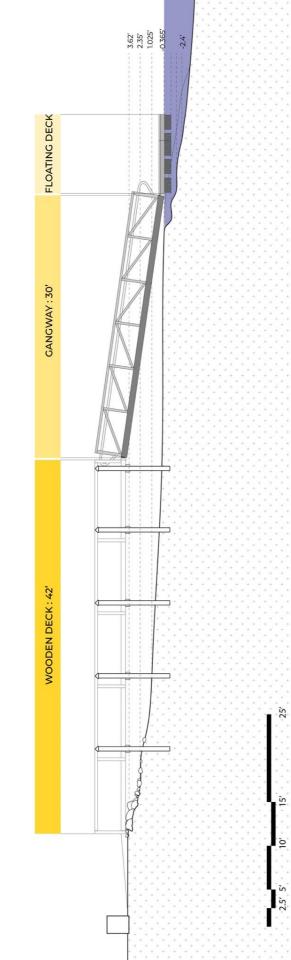
## **Dock Concept**



Standard Wooden Dock with Gangway @ High Tide

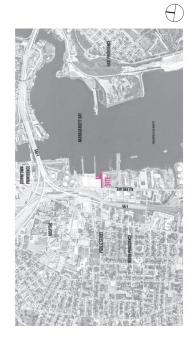


Standard Wooden Dock with Gangway @ Low Tide



# 30% Design Schematic Plan Set





Providence Department of Sustainability

### PUBLIC STREET: RIGHT TO THE WATERFRONT PROJECT

Public Street, Providence, RI 02903

SCHEMATIC DESIGN PACKAGE

SHEETS:

L-0.00 - COVER SHEET L-1.00 - LANDSCAPE DEMOLITION PLAN L-2.00 - LANDSCAPE PLAN L-3.00 - GRADING PLAN L-4.00 - SITE DETAILS L-5.00 - SITE DETAILS L-6.00 - SITE VIGNETTES C-1 - SITE NOTES AND LEGENDS C-2 - SITE DRAINAGE AND UTILITY PLAN C-3 - SITE DETAILS



LANDSCAPE ARCHITECT:

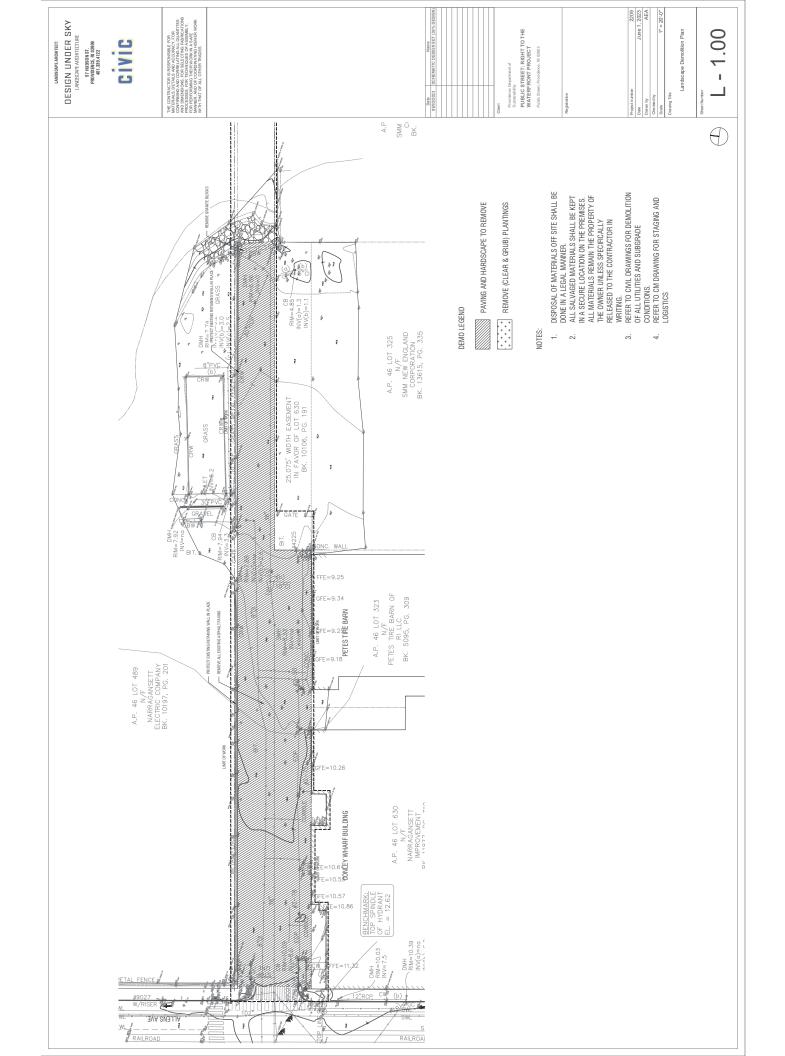
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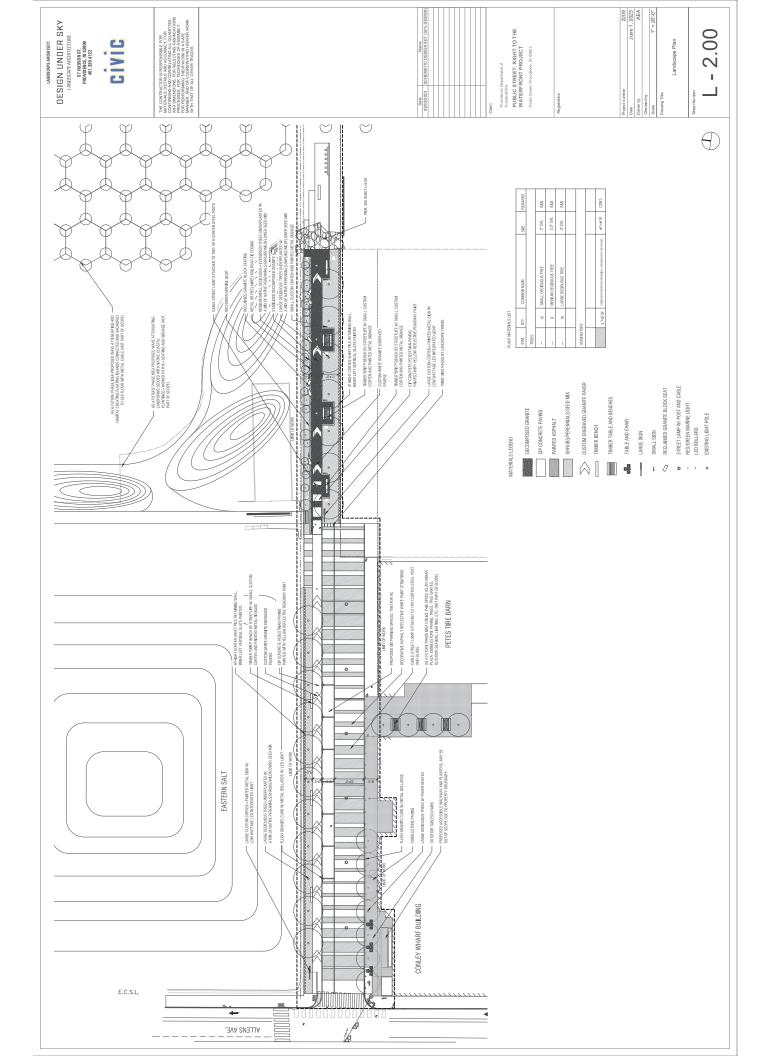


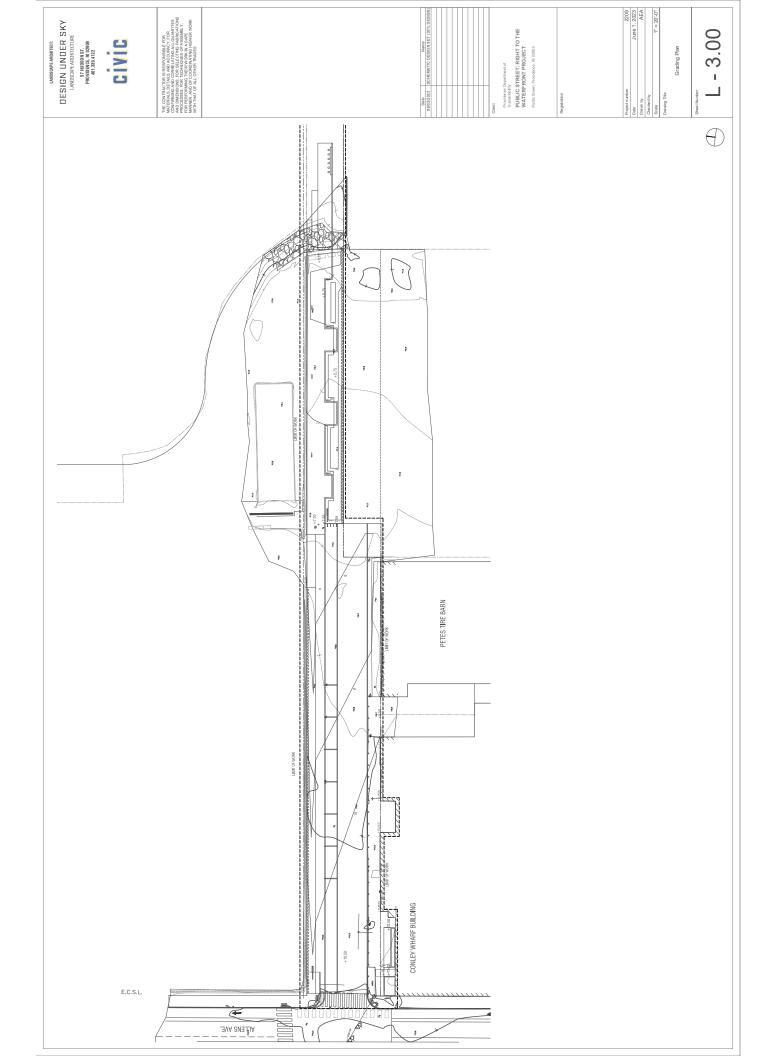
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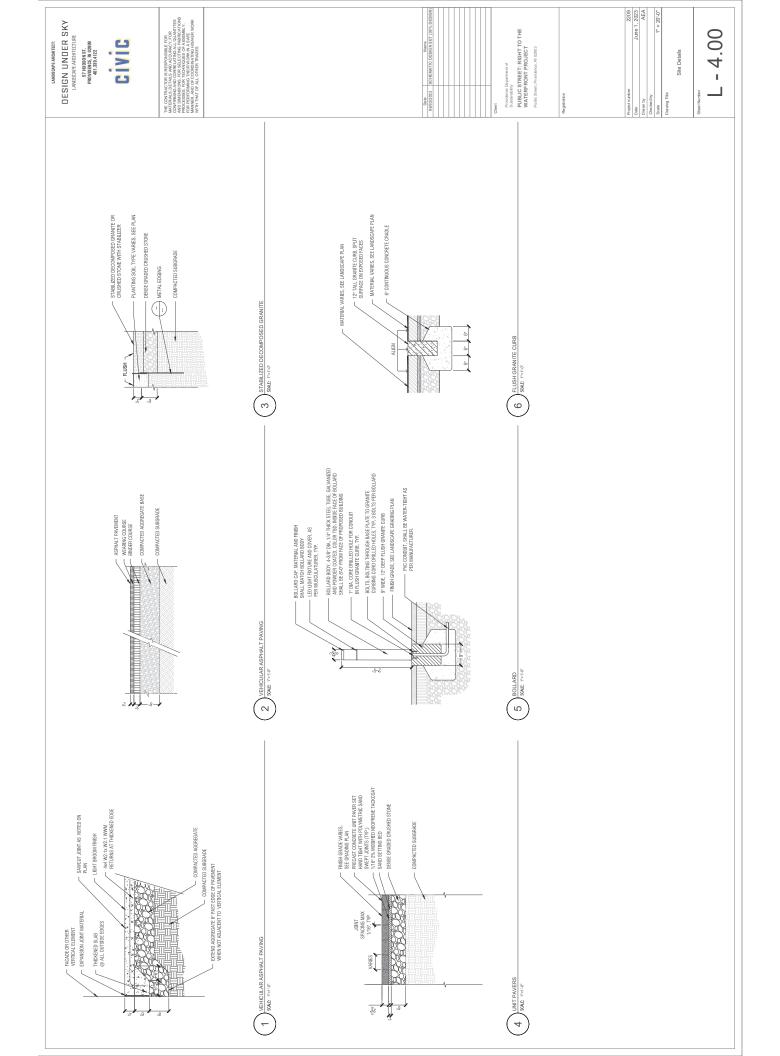
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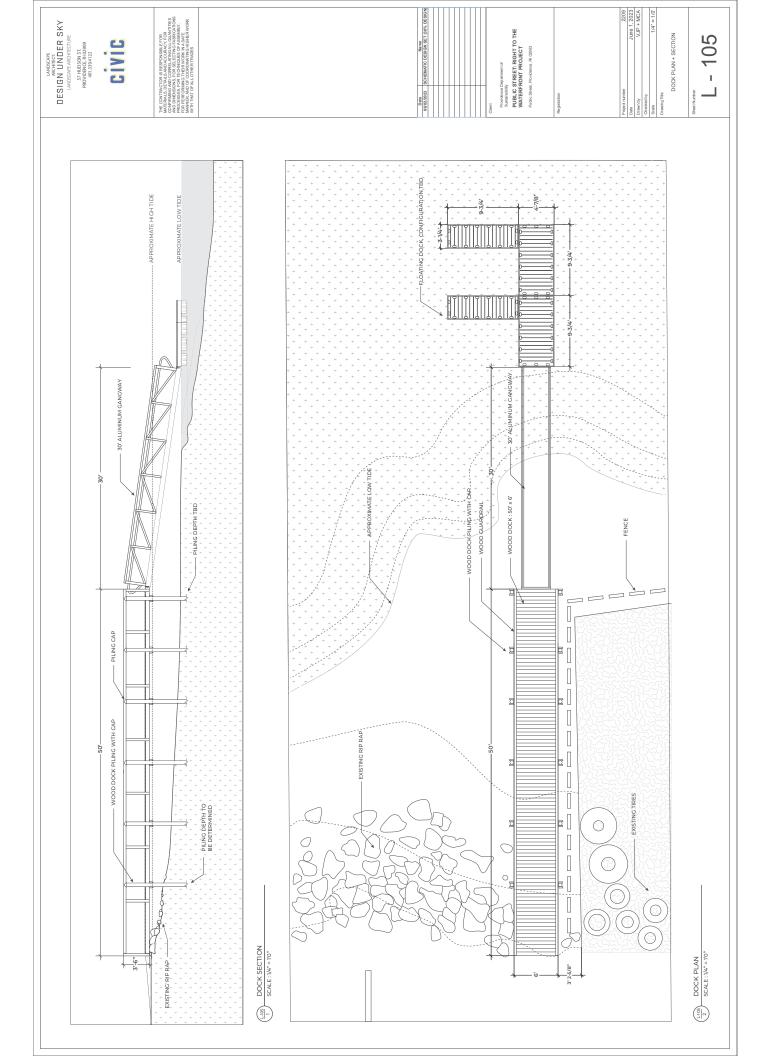
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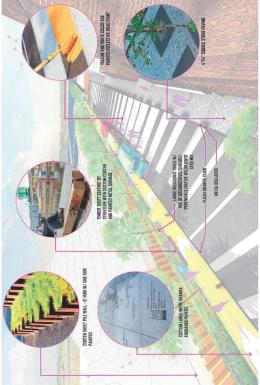




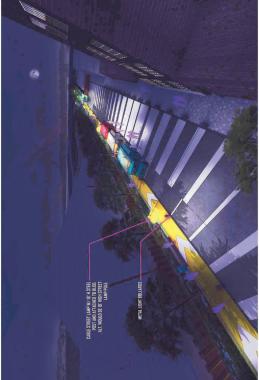




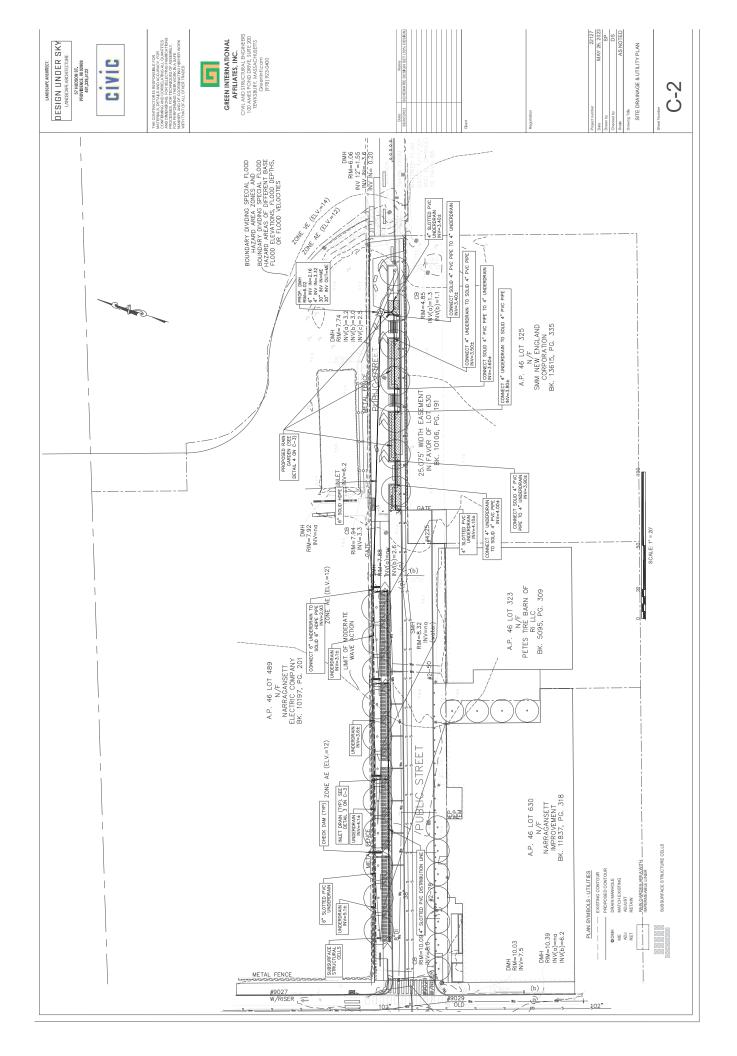


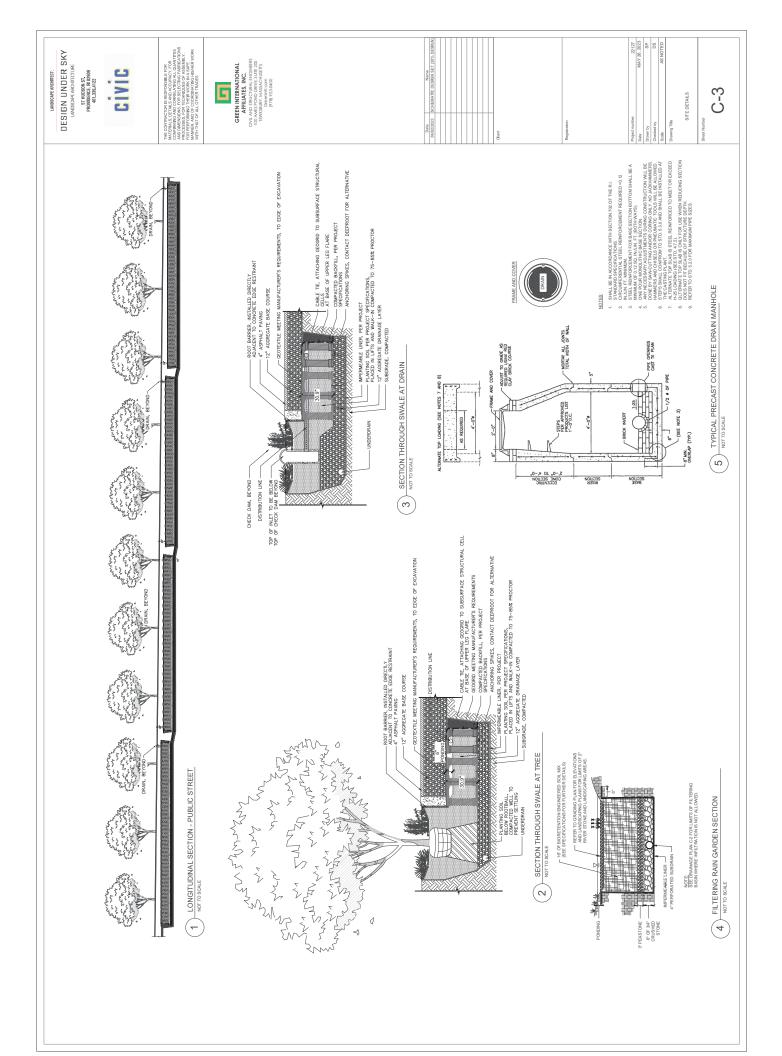






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Revised: 4/29/2023

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

### Appendix 2

### Soil Contamination Report



December 8, 2023

Manuel Cordero, RA, LEED, AP, ALEP Principal Civic, Inc. 225 Dyer Street Providence, RI 02903

Re: Public Street Providence, Rhode Island

Mr. Cordero:

GM2 Associates, Inc. (GM2) has prepared this correspondence to summarize a review of the above location's environmental status and concerns regarding the development of the area into a public park. The review has included reviewing Rhode Island Department of Environmental Management (RIDEM) Office of Land Revitalization and Sustainable Materials Management files for the site and the abutting sites, review of the Public Street Schematic Design Package, and communications with the RIDEM.

The planned development of the site will result in soil disturbances and likely encounter groundwater during general construction, specifically with the installation of the storm water management system. A brief summary of the environmental conditions relative to this future development and the RIDEM future requirements are summarized below.

### Project Area Background

The project area will encompass Public Street, east of Allens Avenue and extend to the Providence River. A review of the RIDEM Environmental Resources Map indicated there are several RIDEM State Hazardous Waste Sites located at or adjacent to the planned project area. These include the following:

- Northeast Petroleum, Inc., 170 Allens Avenue, abuts project area to the north.
- City Tire Company (former), 210 Allens Avenue, abuts project area to the south.
- Providence Water Department -Public Street Water Main, within the project area.

The Northeast Petroleum Inc. site is listed by the RIDEM as a Brownfields site, Site Remediation Hazardous Waste Site, and a Leaking Underground Storage Tank (LUST) Site. The site has an active non-aqueous phase liquid (NAPL) recovery system which is monitored. The system includes petroleum

Headquarters 115 GLASTONBURY BLVD GLASTONBURY CT 06033 860.659.1416

10 CABOT RD SUITE 101B MEDFORD MA 02155 617.776.3350

6 CHESTNUT ST SUITE 110 AMESBURY MA 01913 978.388.2157

197 LOUDON RD SUITE 310 CONCORD NH 03301 603.856.7854

200 MAIN ST PAWTUCKET RI 02860 401.726.4084 absorbent socks, containment wall and recovery wells. The containment wall extends from the 170 Allens Avenue property across Public Street (near Providence River). In addition, NAPL has been observed in wells located in the Public Street right of way as recently as March 2022. Based on the review of the RIDEM files it is known that this site has impacted the soils and groundwater of the project area and will impact construction activities.

The former City Tire site is listed as a LUST site and Site Remediation Hazardous Waste Site. An Environmental Land Use Restriction (ELUR) has been applied to the site. Removal of a 5,000-gallon tank was completed in May of 1999. Further investigation and the completion of a Site Investigation Report was completed in May 2000. Based on groundwater flow in the area it is unlikely that this LUST site has impacted the site.

The Providence Water Department – Public Street Water main site was the result of the City of Providence replacing the water line located on Public Street from Allens Avenue to a new fire hydrant located approximately 380 feet to the east of Allens Avenue. A subsurface investigation completed prior to the work identified impacts from polyaromatic hydrocarbons and petroleum related compounds. The results of the investigation were submitted to the RIDEM, and the waterline work was completed as a Short Term Response Action. Proper soil management during the installation of the water line included field screening, disposal characteristics sampling and off-site disposal of excess soils.

Based on the review of these projects, it is expected that the site activities associated with this project will encounter soil and groundwater with impacts exceeding RIDEM regulatory standards. Therefore, GM2 reached out to the Project Manager for the Northeast Petroleum, Inc. Site to discuss the expectations and process for the development of the project area.

### **RIDEM Requirements**

In conversations with the RIDEM Project Manager, Joe Martella, it was agreed upon that the development of the site will require RIDEM involvement as the work is being conducted within a previously identified site and downgradient of another. Per those conversations, the following requirements will be necessary:

- Submission of a Subsurface Investigation Plan designed to evaluate the site conditions in the proposed development area.
- Complete a Public Notification of the Subsurface Investigation in accordance with RIDEM Environmental Justice requirements.
- Completion of the Subsurface Investigation and submission of a Site Investigation Report addendum summarizing the data.
- Submittal of a Construction Soil Management Plan
- Submittal of a Completion Report

The Subsurface Investigation Plan should include soil and groundwater sample locations, laboratory analysis to be completed, and preliminary plans for the development of the property. The plan can be designed as a supplement to the previously completed plan by the Providence Water Department. The proposed plan should be sufficient to identify impacts that may impact public health, site worker's health, RIDEM regulations and appropriate soil management. The plan should include the areas of disturbance at adequate depths to address the construction plans.

In accordance with the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases a Public Notification is required prior to the completion of a site



investigation. This notification should be conducted in accordance with RIDEM Environmental Justice Regulations. The Public Notification must include abutters and city and local officials.

Upon completion of the subsurface investigation, a report should be prepared for submittal to RIDEM. This report should include the results of the investigation, the planned development plans, and the recommended soil management activities. At a minimum, the Construction Soil Management Plan should detail activities required in the field during the proposed work, the sampling program for soils generated during the site activities, the sampling program for imported soils, and soil disposal options. One issue that will need to be resolved is the existing containment wall that crosses the Public Street right of way. This containment wall is part of the abutting site's remedial system.

Upon final site development a Completion Report should be submitted for the RIDEM detailing the completed work. An ELUR may be required by the RIDEM at completion, depending on the results of the subsurface investigation.

Please contact us should you have any further questions or should you need further assistance in the development of specifications for the future bid. I can be reached at (401) 726-4084 extension 102 or 401-255-2459.

Sincerely GM2 Associates

Richard W. Sullivan Senior Environmental Engineer

