



Procurement #: 51027>

CITY OF PROVIDENCE, RHODE ISLAND

Department: Public Works

RFP Title: City of Providence – On-Call Sewer & Drainage Repairs (Blanket Contract 2026-2030)

Opening Date: 12/1/2025

Addendum #: 3

Issue Date: 11/20/2025

The purpose of this addendum is:

This addendum supersedes the prior pricing methodology and the associated Schedule of Unit Prices. It institutes an annual rate submission system for the full duration of the contract and amends the base contract term from three (3) years to two (2) years.

Providence City Hall
25 Dorrance Street
Providence, RI 02903



**CITY OF PROVIDENCE
ON-CALL SEWER & DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)**

ADDENDUM NO. 3

The following changes, revisions and/or supplemental information, as applicable, are hereby issued as ADDENDUM NO. 3 in connection with the Contract Documents (Specifications) issued for the above-referenced project.

This Addendum supersedes and replaces the contract term and all pricing methodology established in Addendum No. 2. It revises the contract base term to two years (2026-2027) and requires the submission of annual rates for all five years (2026–2030). The escalation section has been removed from the Schedule of Unit Rates. Rates for 2026 are to be submitted with this RFP, while rates for 2027 through 2030 will be requested at the end of each calendar year for the following year.

The following replacements are required:

1. Replace Contract Book pages 1 through 3, 7 through 9, and 58 with the attached, revised pages. (See attachment: Contract Book (Pages 1, 2, 3, 7, 8, 9, 58) - REVISED PER ADDENDUM NO. 3).
2. Replace the Schedule of Unit Prices bid form in its entirety with the attached, revised Schedule of Unit Prices. (See attachment: Schedule of Unit Prices - REVISED PER ADDENDUM NO. 3).
3. Replace the Construction Agreement contract form in its entirety with the attached, revised Construction Agreement. (See attachment: Construction Agreement - REVISED PER ADDENDUM NO. 3).

Note: For all replacements, Addendum No. 3 is noted in the header, and all revisions are noted in red font. The original Appendices remain unchanged unless they were specifically included in the items above.

All other terms, conditions, and specifications of the Request for Proposals remain unchanged. Bidders must acknowledge receipt of this **Addendum No. 3** (as well as Addenda No. 1 and 2) in their bid submission.

Should you have any questions, please do not hesitate to contact Roger Biron at 401-680-7531.

Respectfully,

A handwritten signature in blue ink, reading "Roger C. Biron".

Roger C. Biron
City of Providence
Department of Public Works

Attachments:

1. Contract Book (Pages 1, 2, 3, 7, 8, 9, 58) - REVISED PER ADDENDUM NO. 3
2. Schedule of Unit Prices - REVISED PER ADDENDUM NO. 3
3. Construction Agreement - REVISED PER ADDENDUM NO. 3

DEPARTMENT OF PUBLIC WORKS,
75 CHAPMAN STREET, PROVIDENCE, RI 02905
PHONE (401) 680-7500 | FAX (401) 941-2567

1. INVITATION FOR BIDS

The purpose of this Request for Proposal (RFP) is to qualify Contractors to provide on-call sewer/drainage repair, rehabilitation, investigation and maintenance services for the next five years. The City of Providence is seeking Contractors who could be available on a regular basis to provide on-call services (both routine and emergency). Submissions are encouraged from firms specializing in traditional open-cut sewer and drainage repairs, trenchless rehabilitation (cured-in-place pipe (CIPP) lining), and sewer cleaning & CCTV inspection. **Firms may submit proposals to qualify for any single category, a combination of categories, or all categories for which they meet the specific qualifications.** Interested firms are invited to submit their responses in conformance with the criteria outlined herein.

The work to be performed under this Contract includes, but is not limited to, all labor, material, and equipment necessary to perform emergency and on-call projects for the replacement and/or rehabilitation of the existing sewer and drainage system in Providence, Rhode Island. A project's work shall include, but not necessarily be limited to the following: excavation and backfilling within the public right-of-way and/or private property; associated temporary and permanent restoration of streets, sidewalks, and grassed areas; the removal, disposal, and replacement of existing sewer/drainage pipes, and appurtenances; preparatory cleaning of existing sewers; CCTV inspection; open cut spot repairs of mainline sewer and drainage pipe segments; reinstatement of service laterals as required; installing new sewer and drainage piping, structures, and/or appurtenances; temporary bypass systems; Cured-in-Place Pipe (CIPP) lining in pipes; reinstatement of service laterals as required during CIPP, including the removal of all coupons and excess resin, grouting of service lateral connections as needed; raising buried manholes, as required; installing new manholes, catch basins, and other sewer/drainage structures as required; including all related work, miscellaneous items as specified herein, and future repairs identified and directed by the City of Providence Department of Public Works.

The OWNER is defined as the City of Providence (City), the City of Providence Department of Public Works (DPW) and the Providence Public Buildings Authority (PPBA). This contract is intended to perform sewer and drainage repairs and rehabilitation as needed, to be completed as dictated for each unique project, in accordance with the Contract Documents or any other specification/condition for each unique project solicitation. This contract shall be for a base period of **two (2) years (2026 and 2027)**. The OWNER, at its sole discretion, may extend the contract for **up to three (3) additional one-year periods (2028, 2029, and 2030)**, subject to the same terms, conditions, and pricing structure. With owner approved extensions, this contract is intended to run through **December 31, 2030**.

For emergency work where immediate mobilization is required, or for projects that are unable to be fully scoped, the Contractor will be paid on a Time and Materials basis in accordance with their submitted rates in the Bid Schedule. Awarded Contractors shall be contacted by DPW based on previous work experience with the City and shall be selected based on their ability to initiate and perform the emergency work upon notice.

For all other on-call projects, the OWNER anticipates that it may, at times, identify a Project with a specific scope of work. For each such Project, the Contractor(s) shall become thoroughly familiar with the scope of the work, including any necessary site visits. The OWNER will request a detailed cost proposal in either a 'Not to Exceed Lump Sum' or 'Unit Rate' format. This proposal must include a Proposed Project Schedule, including Start and Finish Dates and milestones.

Cost proposals for each Project will be considered by the OWNER. The OWNER reserves the right to accept proposals, reject proposals, negotiate acceptable proposals, or to subsequently award the project(s) to any contractor, as deemed to be in the OWNER's best interest (including but not limited to previous performances, schedule and responsiveness). Upon acceptance of each proposal, or portion thereof, the OWNER will provide a Task Order describing the terms of acceptance for each project assignment.

DEPARTMENT OF PUBLIC WORKS
CITY OF PROVIDENCE, RHODE ISLAND

CONTRACT BOOK
CITY OF PROVIDENCE,
ON-CALL SEWER & DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)

Any additional work required to complete a Project, not included in the Contractor's Project proposal, must be approved by the OWNER prior to performing the additional work. If approved, this additional work will be paid on a Time and Materials basis.

It is Department of Public Work's intent to select multiple responsive and responsible respondents, in accordance with the criteria set forth in herein to perform the on-call work described above. Selection by the City does not guarantee work to be proposed or assigned.

This Blanket Contract is anticipated to be awarded in early 2026 and shall be for a base period of **two (2)** years (2026 **and 2027**). The OWNER, at its sole discretion, may extend the contract for **up to three (3)** additional one-year periods (**2028, 2029, and 2030**), ending on December 31, 2030.

Beginning on the advertisement date of Monday, November 3, 2025, the Bidding/Contract Documents will be available for download from the following website: <https://www.providence.ri.gov/purchasing>. Bidders are responsible for monitoring the website for addenda.

A Statutory Bond for Complete Performance and Full Payment in the amount of One Hundred (100%) percent of the Contract Price with a satisfactory surety company will be required of the successful bidder upon assignment of a task order. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570 (Latest Revision published by the Federal Register). All bonds shall be in accordance with RIGL 37-12-1 and RIGL 37-13-14.

The Bidders' attention is called to the fact that this is a Prevailing Wage contract, as set forth in the Bidding/Contract Documents and shall be paid for this project. Paid wages shall be at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under Decision Nos. 1 through 6 as applicable. Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials are available online at <https://beta.sam.gov/>.

The Bidders' attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, place of national origin, religion, sexual preference, or gender.

Bidders are required to demonstrate a minimum of five (5) years of relevant construction experience within the last seven (7) years on sewer and drainage replacement and rehabilitation projects for municipalities of a comparable size to the City of Providence, specifically involving active construction projects within public rights-of-way in urban environments with combined sewer systems.

This on-call contract establishes distinct qualification pathways for different categories of work, including:

- Open-Cut Sewer and Drainage Repairs
- Trenchless Rehabilitation (CIPP)
- Sewer Cleaning and CCTV Inspection

Bidders must meet all specific experience requirements for each category of work they intend to perform, as detailed in the Instructions to Bidders, Section 2.10 - Statement of Bidder's Qualifications. Bidders will document their experience on the "Statement of Bidders Qualifications" bid form in the Contract Documents. Failure to meet the specified qualifications for the intended work will result in the disqualification of the bid.

Bids may be held by the OWNER for a period not to exceed ninety (90) days from the date of opening of bids, for the purpose of reviewing the bids and investigating the qualifications of bidders, all prior to award of the Contract. The OWNER reserves the right to reject any or all bids either in part or in full. All bidders shall be available for a Pre-Bid Award Descope Meeting as may be required by the OWNER. The OWNER

DEPARTMENT OF PUBLIC WORKS
CITY OF PROVIDENCE, RHODE ISLAND

CONTRACT BOOK
CITY OF PROVIDENCE,
ON-CALL SEWER & DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)

reserves the right to descope one or more bidders. Additionally, the meeting minutes of the Descope Meeting shall be enumerated as part of the signed contract agreement. The intent is NOT to renegotiate cost in any manner but to obtain clarifications and details of representations made by the Bidder to assure an understanding of the bid prior to final award.

After a thorough review, and descope as required, of bids, the OWNER anticipates submitting their recommendation for award of contract to the lowest responsive and responsible bidder to the Board of Contract and Supply for its regular meeting of Monday, December 29, 2025. The Board of Contract and Supply may take up to sixty (60) days to formally award.

1.1. QUESTIONS

If there are any questions, please contact the appropriate person listed below:

- A. Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid to:

City of Providence, Purchasing Department
Phone: (401) 680-5264
Email: purchasing@providenceri.gov

(Please use the subject line "RFP Question")

- B. Please direct questions related to the Minority and Women's Business Enterprise Program and the corresponding forms to:

Grace Diaz, MBE/WBE Outreach Director
Phone: (401) 680-5766
Email: gdiaz@providenceri.gov

(Please use subject line "MBE WBE Forms")

- C. Please direct questions related to the contract documents in writing to:

Roger Biron, Assistant Chief Engineer
Phone: (401) 680-7531
Email: rbiron@providenceri.gov

(Please use the subject line "RFP Question - CITY OF PROVIDENCE, ON-CALL SEWER & DRAINAGE REPAIRS (BLANKET CONTRACT 2026-2030)").

All questions or comments concerning this RFP must be submitted via email by Thursday, November 20, 2025, at 12:00 PM. Questions received after this time may not be considered.

1.2. PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held to review the project and answer any initial questions. The meeting will be held virtually via Microsoft Teams on **Wednesday**, November 12, 2025, at 10:00 AM EDT. While attendance is not mandatory, all prospective bidders are highly encouraged to attend. Interested parties may join the meeting using the following link:

[JOIN THE MEETING NOW](https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting)

Online: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>
Teams Meeting ID: 262 870 475 082 1, Passcode: y4sh3WA6
Dial in by phone: (332) 249-0606, Phone conference ID: 654 310 53#

-
- the City or State;
 - (vii) Financial references and a set of audited financial statements (prepared by a CPA) for the most recent 3-year period, submitted to the City for review and approval;
 - (viii) Original letters from Bonding & Insurance Companies' District Offices indicating their willingness to furnish the required bonds/certificates
 - (ix) Insurance documentation naming the OWNER as an additionally insured party
 - (x) A list of the ten (10) most recent contracts completed by the Bidder
 - (xi) A list of all uncompleted contracts
 - (xii) A statement disclosing whether, within the past 3 years, the firm has had any bids rejected for reasons such as lack of qualifications, responsibility, submission of informal/non-responsive bids, or has been denied or revoked pre-qualification status; or has been cited for any violation of State labor laws or prevailing wage regulations

D. Specific Qualifications for Open-Cut Sewer and Drainage Repairs (Drain Layers)

1. Bidders seeking to qualify for traditional open-cut repair work must demonstrate proficiency and experience in all aspects of excavation, pipe installation, and restoration. Qualifications include:
 - (a) Contractor Experience: The firm must have successfully completed a minimum of ten (10) open-cut sewer and drainage repair projects for municipalities within the last five years.
 - (b) Technical Competencies: The Bidder must demonstrate experience and capability in the following areas:
 - (i) Excavation, trenching, and shoring in full compliance with OSHA safety standards.
 - (ii) Dewatering and groundwater control operations.
 - (iii) Installation, repair, and connection of various gravity pipe materials, including PVC, vitrified clay pipe (VCP), brick, and reinforced concrete pipe (RCP).
 - (iv) Performing connections to existing sewer mains and structures.
 - (v) Backfilling and compaction to meet specified density requirements.
 - (vi) Pavement, sidewalk, and landscape restoration
 - (c) Management of Specialized Services:
 - (i) Cleaning & CCTV Services: The Bidder is responsible for procuring and managing all required preparatory and post-repair sewer cleaning and CCTV inspection services, as these services are a required component of open-cut repair task orders. These services may be subtracted with a firm whose qualifications meet the "Sewer & Drain Cleaning & CCTV" category of this contract. **Bidders qualifying only for this Open-Cut category are not required to submit pricing for the "On-Call Cleaning & CCTV Rates".**
 - (ii) Trenchless Rehabilitation (CIPP): In instances where trenchless pipe rehabilitation is included in the scope of a project, the Drain Layer is expected to secure these services from a qualified firm with qualifications meeting the "Trenchless Rehabilitation (CIPP)" category of this contract.
- (d) Required Bidding: Bidders for this category must submit pricing for the "Labor Rates" (Part 1) and "Equipment Rates" (Part 2).**

E. Specific Qualifications for Trenchless Rehabilitation (CIPP Contractors)

1. Bidders seeking to qualify for CIPP lining and related trenchless work must meet all of the following specialized requirements:
 - (a) Cleaning Qualifications: Must meet the "Sewer and Structure Cleaning Qualifications" defined below in Section 2.10, F.
 - (b) CCTV Qualifications: Must meet the "CCTV Inspection Qualifications" defined below in Section 2.10, F.
 - (c) Cured-in-Place Pipe (CIPP) Lining Qualifications:
 - (i) Bidders must demonstrate experience installing CIPP using both steam and UV light curing methods.
 - (ii) Manufacturer Certification: The Contractor must be certified and/or licensed as an installer by the CIPP lining manufacturer and provide a certified statement from the manufacturer.
 - (iii) Contractor Personnel Experience: The Contractor's personnel must have successfully installed a minimum of 250,000 total feet of the proposed CIPP liner for a continuous period of at least three years.
 - (d) **Required Bidding: Bidders for this category must submit pricing for the "On-Call Cleaning & CCTV Rates" (Part 4).**

F. Specific Qualifications for Sewer Cleaning & CCTV Inspection

1. Bidders seeking to qualify for Sewer Cleaning & CCTV Inspection projects must demonstrate a high level of proficiency in pipeline condition assessment, cleaning operations, and data management. Qualifications include:
 - (a) Sewer and Structure Cleaning Qualifications:
 - (i) A minimum of five years' experience in sewer line and underground structure cleaning.
 - (ii) The contractor must demonstrate proficiency in the operation of high-velocity jet cleaning equipment with various sewer cleaning and root cutting nozzles, as well as combination vacuum trucks for debris removal.
 - (b) CCTV Inspection Qualifications:
 - (i) Contractor Experience: The firm must have successfully performed work on at least ten other projects within the last five years that include at least 1,000,000 linear feet of CCTV video experience in NASSCO PACP format.
 - (ii) CCTV Operator: Each operator must have experience on at least three other projects within the last five years, including at least 250,000 linear feet of CCTV video experience using NASSCO PACP format. Each CCTV operator must provide their current NASSCO PACP Certification Program Certificate.
 - (c) Technical Competencies: The Bidder must provide project references demonstrating recent experience in successfully performing and managing:
 - (i) NASSCO PACP-compliant cleaning and CCTV inspection of sewer pipes.
 - (ii) Data management and reporting, including the demonstrated ability to submit a Microsoft Access database that is fully populated, up-to-date, compliant with NASSCO PACP standards, and structured to allow merging into the Owner's GIS system (Esri ArcGIS).
 - (d) **Required Bidding: Bidders for this category must submit pricing for the "On-Call Cleaning & CCTV Rates" (Part 4).**

2.11. UNIT PRICES, SUPPLEMENTAL UNIT PRICES AND ALTERNATES

- A. The Bidder shall provide unit prices for the hourly rates for labor and equipment that reflect the Fair Market Value of the work to be performed. Original invoices for materials and subcontractor costs shall be submitted to OWNER with the respective application for payment.
- B. For future on-call proposals, the Unit Price for each of the items of each Bidder shall include as part of the Unit Cost the pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the Unit Price Bid represents the Total Bid for that project task order. Likewise, for tasks structured as a Not to Exceed Lump Sum, that single lump sum represents the Total Bid for the entire project, as it is a fixed price that accounts for all costs, overhead, and profit.
- C. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities of a project, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in the RHODE ISLAND DEPARTMENT OF TRANSPORTATION, Standard Specifications for Road and Bridge Construction, as amended.
- D. Add alternate bid items may be included in future scoped projects. Each bidder shall include a unit price for these items. The Owner will determine if these work items will be added to the project.
- E. The Bidder shall provide Bid Unit Costs that reflect the Fair Market Value of the work to be performed to prevent an unbalanced bid. As such the practice of submitting Penny, Dollar or Token Bid values is discouraged and could result in rejection of the bid if found to be unbalanced.

2.12. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

2.13. TIME FOR RECEIVING BIDS

- A. Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no Bid received thereafter will be considered. Bidders are solely responsible for delivery to and receipt by the OWNER of bids. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.
- B. Bidders are cautioned that while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified, or amended, subject to rejection.

2.14. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the OWNER will cause to be opened and publicly read aloud, every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

-
- i. A "Not to Exceed Lump Sum" or "Unit Rate" cost proposal for the project as identified by the OWNER.
 - ii. A Project Schedule with proposed start and finish dates and key milestones.
 - d. Cost proposals for each Project will be considered for acceptance by the OWNER. The OWNER reserves the right to accept proposals, reject proposals, negotiate acceptable proposals, or to subsequently award the project(s) to any contractor, as deemed to be in the OWNER's best interest.
 - e. Upon acceptance of each proposal, or portion thereof, the OWNER will provide a Task Order / Notice to Proceed describing the terms of acceptance for each project assignment.
 - f. **Contract Price Stability for Task Orders: For any Task Order (Scoped Projects or T&M Projects) issued during a given calendar year, the compensation rates (whether Lump Sums, Unit Prices, or T&M Rates) shall be those applicable for the year the Task Order was issued, and those rates shall remain fixed for the duration of that specific Task Order. Rates shall not be subject to escalation in subsequent calendar years if the work from the task order continues into the following calendar year.**
 - g. **Annual Rate Submission Requirement: To maintain the pricing structure for the full contract term, the Contractor must submit updated annual rate tables (Parts 1, 2, and 4) to the OWNER by December 31st of each year for 2027, 2028, 2029, and 2030. Failure to submit the updated rate tables (Parts 1, 2, and 4) by the deadline may result in the refusal to issue new Task Orders until compliance is achieved.**

6.2. PROJECT AREA

The Project Area shall be considered the City of Providence boundaries.

6.3. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the OWNER in the Notice to Proceed to the Contractor and shall be fully completed, including all punch list items by December 31, 2030. Time is of the essence and the construction needs to occur in a continuous manner without gaps in the work, unless an excusable delay occurs, as defined in GENERAL PROVISIONS, Section 5.12.

6.4. LIQUIDATED DAMAGES

Liquidated damages will not be assessed for this project.

6.5. RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, testing, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, and all other services and facilities necessary to perform the Contract. The Contractor shall deliver all improvements related to Site Preparation, complete in every respect, within the specified time.
- B. The Contractor shall not pump water directly from surrounding hydrants without the express written approval of the Providence Water Supply Board. If approval is given, metering of water is anticipated.
- C. The Contractor shall bear all costs associated with furnishing, cleaning, installing, maintaining, operating, and removing water-related equipment, including the cost of the water itself, at no additional expense to the Owner.

6.6. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the OWNER), or if deposited in the

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

CY 2026
LABOR RATES
(OPEN-CUT CONTRACTORS ONLY)

1. Labor Rates per hour - includes insurance, fringes, and overhead

(Submission of Certified Payrolls required)

a.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
b.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
c.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
d.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
e.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
f.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
g.	Classification	\$	Standard Rate per hour
		\$	Overtime Rate per hour
	Use additional sheets if necessary	\$	Overtime Rate per hour

Note: The rates you provide in Parts 1 and 2 of the "Schedule of Unit Rates" are the final, all-inclusive rates that will be used for any work paid on a time and materials basis. These rates are understood to already include your company's overhead, profit, insurance, and other administrative costs for providing that labor or equipment.

Note on Annual Rates: The Labor and Equipment Rates provided for calendar year 2026 are binding for bid submission. For calendar years 2027 through 2030, updated and binding annual rates for all classifications and categories **must be submitted to the Owner by December 31st of the previous calendar year**. Failure to submit the updated annual rate tables by the deadline may result in the refusal to issue new Task Orders.

SCHEDULE OF UNIT PRICES

Part 2

CY 2026
EQUIPMENT RATES
(OPEN-CUT CONTRACTORS ONLY)

2. Equipment Rates

a.				\$	
Type	Make	Year			Rate per hour
b.				\$	
Type	Make	Year			Rate per hour
c.				\$	
Type	Make	Year			Rate per hour
d.				\$	
Type	Make	Year			Rate per hour
e.				\$	
Type	Make	Year			Rate per hour
f.				\$	
Type	Make	Year			Rate per hour
g.				\$	
Type	Make	Year			Rate per hour
h.				\$	
Type	Make	Year			Rate per hour
i.				\$	
Type	Make	Year			Rate per hour
j.				\$	
Type	Make	Year			Rate per hour
k.				\$	
Type	Make	Year			Rate per hour

SCHEDULE OF UNIT PRICES

Part 3

MATERIALS & SUBCONTRACTOR COST MARKUP

Note:

For work paid on a time and materials basis, markups on materials and subcontractors will be applied as follows: the contractor may add a markup of 3% for general conditions and 9% for overhead and profit to their actual material costs. For work performed by a subcontractor, the contractor may add a 5% markup to the subcontractor's total invoiced amount, which can include their own 3% and 9% markups. These percentages do not apply to the labor and equipment rates in Parts 1 and 2. **The markup percentages in Part 3 are fixed for the duration of the contract and are not subject to escalation.**

3. Materials Cost Markup Percentage

a. General Conditions

(Submission of Original Invoices required)

Three Percent

Percentage (Written)

3%

b. Overhead & Profit

(Submission of Original Invoices required)

Nine Percent

Percentage (Written)

9%

Percentage (Figures)

4. Subcontractor Cost Markup Percentage

a. Contractor's Cost plus

(Submission of Original Invoices required)

Five Percent

Percentage (Written)

5%

Percentage (Figures)

Part 4

CY 2026
ON-CALL CLEANING & CCTV RATES
(CCTV & CIPP CONTRACTORS ONLY)

Cleaning & CCTV (Day Rate)

5. On-Call Cleaning & CCTV Inspection (Day Rate)

The day rates shall be all-inclusive for a single crew for a standard 8-hour workday and include all personnel (including NASSCO PACP-certified operators), equipment, mobilization, fuel, and materials necessary to complete the specified work, and the corresponding NASSCO PACP-compliant CCTV inspection, video, and report (for all pipe diameters from 6" to 90").

- a. Cleaning & CCTV Inspection (Day Rate):** The rate includes all costs for cleaning (including heavy cleaning) and CCTV inspection, except for the **final disposal of debris, which is paid for separately under item 5c.**

Day Rate (Written) _____ Day Rate (Figures) \$ _____

- b. CCTV Inspection Only (Day Rate):** This rate applies only when CCTV inspection is performed *without* concurrent sewer cleaning operations.

Day Rate (Written) _____ Day Rate (Figures) \$ _____

- c. Removal and Disposal of Sewer Debris from Cleaning Operations (Per Ton):** The unit price covers all costs for loading, transportation, and legal disposal of all materials removed from the sewer system. Payment will be based on certified weight tickets from the disposal facility.

Price Per Ton (Written) _____ Price Per Ton (Figures) \$ _____

Note: The rates you provide are the final, all-inclusive rates that are understood to already include your company's overhead, profit, insurance, and other administrative costs for providing this service.

Note on Annual Rates: The rates provided for calendar year 2026 are binding for bid submission. For calendar years 2027 through 2030, updated and binding annual rates for all Cleaning and CCTV items **must be submitted to the Owner by December 31st of the previous calendar year.** Failure to submit the updated annual rate tables by the deadline may result in the refusal to issue new Task Orders.

(this page intentionally left blank)

CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF PROVIDENCE, RI

AND

[CONTRACTOR NAME]

CITY OF PROVIDENCE,
ON-CALL SEWER AND DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)

This Construction Agreement ("Agreement") is made on the latest day undersigned by and between the City of Providence (City), City of Providence Department of Public Works (DPW), and the Providence Public Buildings Authority (PPBA) (collectively "Owner") and **[CONTRACTOR NAME, ADDRESS, CITY, STATE, ZIP]** ("Contractor") (jointly, "Parties").

Project Description: This project establishes a multi-year blanket contract to provide on-call sewer and drainage repair and rehabilitation services for the City of Providence. The scope of work covers both routine and emergency projects, including excavation, pipe replacement, cured-in-place pipe (CIPP) lining, installation of new sewer and drainage structures, and sewer and drain cleaning and CCTV inspection.

Project Location: Citywide

Contractor agrees to complete the work identified by the DPW, on a case-by-case basis, presented to and agreed upon by the Contractor, for on-call sewer and drainage projects and emergency sewer and drainage repairs, associated work and restoration throughout the City, as needed, ("Project").

With regard to the Project, Owner and Contractor agree:

1. CONTRACT DOCUMENTS

- 1.1. This Agreement, the scope of work, invitation for bids, requests for proposals, and any other documents referenced in or attached to this agreement are collectively referred to as the "contract documents," and include all documents noted in the attached Exhibit List including, but not limited to the following:
 - A. Request for Proposals, CITY OF PROVIDENCE, ON-CALL SEWER AND DRAINAGE REPAIRS (BLANKET CONTRACT 2026-2030), opening date December 1, 2025, issued by Department of Public Works (DPW);
 - B. Contract Documents prepared by Department of Public Works (DPW) and issued by Owner as part of the Request for Proposals – CITY OF PROVIDENCE, ON-CALL SEWER AND DRAINAGE REPAIRS (BLANKET CONTRACT 2026-2030) awarded on **[DATE]**;
 - C. Bid submitted by Contractor dated **[DATE]**;
 - D. Addenda as issued **[DATE]**.
- 1.2. Each of the Contract Documents forms part of and is fully incorporated in this Agreement.

- 1.3. To the extent any of the Contract Documents that form part of and are incorporated in this Agreement differ or contradict the terms of this Agreement, the terms of this Agreement shall control.

2. SCOPE OF WORK AND AGREEMENT PRICE

- 2.1. Contractor, having examined the Contract Documents and Project Site, agrees to be bound by the Contract Documents.
- 2.2. Contractor agrees to furnish all required Project Management, labor, materials, equipment, competent supervision, tools, safety measures, transportation costs, proof of insurance, performance bond and payment bond (as directed by Owner) and any and all other appurtenant items necessary for complete performance of the Contract Work in a good and workmanlike manner.
- 2.3. The Contract Work shall conform to all applicable laws, regulations and/or ordinances of any and all governmental agencies including Quasi and having jurisdiction over the Contract Work. All required standards required by the Utility Providers shall be strictly complied with unless otherwise confirmed in writing by the Owner.
- 2.4. Contractor agrees to perform the necessary construction, project installation and oversight work set forth in the Scope of Work.
- 2.5. Contractor agrees to perform the Contract Work strictly in accordance with the Contract Documents and Task Order(s), subject to the final approval of Owner for the "Not to Exceed Lump Sum" Price submitted by the Contractor for each on-call project. Compensation for Emergency Task Orders issued under this Agreement will be determined on a Time and Materials basis, paid according to the rates for labor, equipment, materials, and subcontractors as specified in the Bid Schedule. Owner and Contractor may amend the Agreement Price only by a written Change Order executed by both Parties. Contractor shall not charge overtime or travel time to Owner unless Owner first approves such charges in writing.
- 2.6. Contractor acknowledges that all rates utilized for a specific Task Order (Labor, Equipment, Lump Sums, or Unit Prices) shall be fixed at the applicable rates for the calendar year the Task Order was issued, and these rates shall remain fixed for the entire duration of the Task Order, regardless of the Contract Work extending into subsequent calendar years.
- 2.7. At the discretion of the OWNER, emergency work may be performed on a time and material basis with a detailed account of labor and material costs associated with the work.
- 2.8. Contractor is responsible for the cleanup and removal of all debris associated with the Contract Work to assure the safety and protection of all persons and property associated with the Project.
- 2.9. If the progress schedule cannot be met due to business interruption and circumstances beyond the control of Contractor, the Owner and Contractor shall discuss and document the cause of such delay and present to the Owner to review and discuss reasonable means to complete the work to avoid further delay. No overtime work will be conducted without an agreed upon Change Order.
- 2.10. From Time to Time the Contractor may be given advanced notice of special events taking place within the Project Limit Lines that will require special attention to work around and/or otherwise provide detailed cleanup, minimize road openings and sidewalk closures as well other applicable tasks that may be required. These events will be required to be captured in

the Project Schedule and worked around as necessary to accommodate the events and assure that efforts are made to accommodate the events. Potential events in and around the project area, based on past years, include but are not limited to: Voting at Polling Places and University Commencements.

- 2.11. Contractor is employed as an independent contractor to perform the Contract Work and is responsible to provide all tools, equipment and incidentals required to complete the Work.
- 2.12. Contractor has examined the Project Site and has acquainted themselves with local conditions, including readable availability of a project management Team, labor, sub-contractors, equipment and materials.
- 2.13. Based on the Contractors examination of the Project Site, the Contractor accepts all open and obvious conditions at the Project Site visible upon reasonable inspection as of the date of this Agreement. No allowances will be made after the date of this Agreement for any oversight, error or omission by Contractor in assessing the Project Site with respect to the Scope of Work to be performed and the Agreement Price for conditions falling within these parameters.

3. PERFORMANCE AND WARRANTY

- 3.1. Time is of the essence.
- 3.2. Contractor shall cooperate with Owner in scheduling and performing the Contract Work to avoid conflict, delay in or interference with any separate work of the Owner or other engineers or contractors. Performance requirements may be included in task order, to be agreed to by the City and Contractor.
- 3.3. At Owner's request, Contractor shall promptly provide Owner with proof of the ordering of all materials, equipment and supplies required for complete performance of the Contract Work.
- 3.4. Within Ten (10) Calendar Days, the Contractor shall promptly provide Owner with a schedule of work to be performed which shall be considered a living schedule and update a minimum of every two (2) weeks. Failure to submit and update may result in rescinding work and/or withholding of payment.
- 3.5. Contractor shall use only new material for the Contract Work unless otherwise specified in the Contract Documents or approved by the Owner. Contractor shall remove and replace promptly, at Contractor's own expense, all defective or nonconforming work or materials. Contractor shall promptly report to Owner, in writing, any errors, inconsistencies or omissions relating to the Contract Work and any errors, inconsistencies or omissions in the Drawings and Specifications.
- 3.6. Contractor shall complete each aspect of the Contract Work in strict accordance with the standards set forth in this Agreement and the other Contract Documents. This blanket contract shall be for a base period of **two (2) years (2026 and 2027), with three (3) additional one-year extension options (2028 through 2030)** exercisable at the OWNER's sole discretion. Notice to proceed will be issued, as projects arise, upon the Contractor's furnishing of insurance, bond, and execution of this Agreement and execution of subsequent Task Orders. Contractor shall begin the work within the dates stipulated on the Task Order's Notice to Proceed and must complete work by the date specified therein. The Completion Date may be changed only by a written Change Order signed by the Contractor and Owner. Contractor's failure to perform and timely complete each aspect of the Contract Work, excluding delays caused by Owner or third party persons who are not under Contractor's control, in strict accordance with the Contract Documents, or delay of any work by other engineers, contractors or Owner caused by Contractor, constitutes a material breach of this Agreement, and Contractor shall be

**CITY OF PROVIDENCE,
ON-CALL SEWER AND DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)**

ADDENDUM NO. 3

responsible for all additional costs incurred by Owner or other engineers or contractors, including overhead, profit, attorneys' fees and litigation expenses resulting from any such breach.

- 3.7. If Contractor, by its own fault or omission, fails to diligently pursue completion of the Contract Work, overtime work may be required by Contractor without additional compensation from Owner.
- 3.8. The Contractor shall provide Schedule of Rates for all Labor and Equipment as part of the Bid for the project. This rate table will be used for adjustments in costs in the event they are required. The rate Schedule will be reviewed during Bid Review process for fairness and will be part of the review for the De-Scope Meeting.
- 3.9. Contractor agrees to keep Owner informed both verbally and in writing as to the progress of the Contract Work and shall perform the Contract Work faithfully and in such order as necessary to keep the overall Project on schedule and to avoid any delay in completion of the Project. Failure to updated project schedule may result in rescinding work and/or withholding of payment.
- 3.10. Contractor shall provide safe and proper facilities for inspection at all times during performance of the Contract Work including preparing and maintaining a **Safety Plan to be submitted prior to the start of Work.**
- 3.11. Contractor warrants that the Contract Work shall (i) be free of defects in material and workmanship for a period of Two (2) years except where prescribed to be for a longer period; (ii) comply with the Drawings and the Specifications or as otherwise agreed to by the Parties; (iii) be performed in safe and workmanlike manner by trained, qualified, and efficient workers, in strict conformity with construction best practices; and (iv) be constructed of new materials of the most suitable grade for the application, and furnish satisfactory evidence to Owner of the type and quality of materials so furnished and used. In the event that the Contract Work fails to meet any of the aforementioned warranties, Contractor shall have the right to cure any nonconforming or defective Work and may replace the defective Contract Work, or reimburse Owner for the Contract Work at the invoice or market price, within thirty (30) days after discovery of the breach of warranty. Contractor shall also, at its cost, remove all material, equipment, and Contract Work which does not comply with the Drawings or meet the Specifications, or is otherwise defective, whether incorporated in the Project or not, and shall re-execute the Contract Work and correct any other work damaged thereby. If Contractor does not remove nonconforming or defective Contract Work promptly, Owner may do so and restore such nonconforming Contract Work at Contractor's expense.
- 3.12. Contractor shall reimburse Owner for all reasonable costs and expenditures made in the settlement of any claim against Owner relating to nonconforming or defective Contract Work.
- 3.13. Neither acceptance of the Contract Work nor payment of some or all of the Agreement Price shall relieve Contractor of responsibility for faulty materials, equipment or workmanship. Contractor shall remedy, as soon as possible, defects appearing within two (2) years from the date of final payment, or within such longer period of time as provided by any manufacturer's warranty, and correct resulting damage to other work at no cost to Owner.

4. ASSIGNMENT

- 4.1. Contractor shall not assign or sublet the whole or any part of this Agreement or any funds accrued or to accrue under this Agreement without the prior written consent of Owner; any assignment or sublet without prior written consent of Owner shall be voidable at the election of Owner. Owner retains the right to refuse any and all assignments or subletting in Owner's sole

and absolute discretion. Any attempt to assign this Agreement in whole or in part without Owner's prior written consent constitutes a material breach of this Agreement.

5. CHANGES AND DELAYS

- 5.1. Contractor shall not deviate from the Contract Documents except on written order of Owner, received by Contractor before beginning any deviation.
- 5.2. Owner may make written changes in the Contract Documents which may add to or deduct from the Contract Work without invalidating this Agreement. All work outside the scope of the Contract Work to which Contractor is directed to perform by Owner or Owner's authorized representative without an agreement as to the price or time for the work shall be preserved and resolved through the dispute resolution clause in Section 14 of this Agreement.
- 5.3. Unless a written Construction Change Directive has been issued to Contractor by Owner directing that certain work be performed prior to agreement on extra compensation and/or time or in the event of a dispute as to whether the work is within the original Scope of Work, no extra compensation for extra work, materials or any time extension shall be allowed unless a written Change Order has been signed by Owner, nor shall Contractor proceed with extra work without a written Change Order signed by Owner. Compensation for any work added by a Change Order shall be in accordance with unit prices, applicable add/alternate prices, a lump sum price, or with the prior approval of Owner, shall be performed on a time and material basis with a detailed account of labor and material costs associated with the work.
- 5.4. Recovery by Contractor for delays caused by Owner shall be limited to time extensions only as set forth in an executed Change Order. Contractor shall not be entitled to damages or compensation for any losses on account of delay from any cause whatsoever, including, but not limited to, any act, neglect, omission, default or failure of performance by Owner or separate contractors, failure to obtain required materials, delay in obtaining permits, or other conditions.
- 5.5. If the progress schedule cannot be met due to business interruption and circumstances beyond the control of Contractor, the Owner and Contractor shall discuss and document the cause of such delay and present to the Owner to review and discuss reasonable means to complete the work to avoid further delay. No overtime work will be conducted without an agreed upon Change Order.
- 5.6. If materials are not delivered promptly, Owner may expedite or substitute delivery of material to be supplied by Contractor and back charge Contractor for any costs incurred.

6. PROTECTION OF THE WORK AND EMPLOYEES; SUPERVISION AT THE PROJECT SITE

- 6.1. Until the Contract Work is complete, Contractor shall effectively secure and protect the Contract Work and shall repair and/or replace all loss or damage to the Contract Work caused by the Contractor or anyone for whom Contractor is responsible.
- 6.2. Following completion of the Contract Work, Contractor shall be bound by the warranty obligations of Contractor and its subcontractors and suppliers.
- 6.3. Contractor shall at all times supply a sufficient number of skilled workers to perform the Contract Work in a timely and efficient manner. In addition, Contractor shall assign a competent person who shall supervise the performance of the Contract Work, be present at the Project Site at all times when Contract Work is being performed, and act as Contractor's representative at the Project Site for the purposes of coordinating Contractor's activities with those of the Owner and others at the Project Site.

7. BREACH AND REMEDIES

- 7.1. Contractor shall be deemed to be in material breach of this Agreement if Contractor: (i) fails to perform the Contract Work in strict accordance with the Contract Documents or task order; (ii) fails to provide competent supervision or a sufficient number of properly skilled workers; (iii) fails to supply sufficient material or equipment of proper quality; (iv) fails to correct nonconforming or defective work promptly; (v) fails to perform any terms of this Agreement; (vi) is unable to meet its debts or fails to pay promptly for labor, material or other obligations; (vii) becomes financially insecure; (viii) disregards any law, including, without limitation, the Environmental Laws, rules, regulations or ordinances applicable to the Contract Work; (ix) by negligent act or omission causes delay or interference with Owner or separate contractors; (x) assigns this Agreement for any reason without the prior written consent of Owner; or (xi) performs or fails to perform any act the commission or omission of which is defined elsewhere in the Contract Documents as a material breach of this Agreement or which would constitute a material breach at common law.
- 7.2. In the event of Contractor's breach, Owner shall have the following remedies in addition to any other remedies available at law or in equity:
- A. Upon five (5) days' written notice to Contractor, Owner may declare Contractor in breach of this Agreement subject to the Contractor's right to cure, and after such time, the Owner may:
1. Terminate the Agreement;
 2. After termination, employ one or more other contractors to complete the Contract Work;
 3. Complete the Contract Work with its own forces;
 4. Employ some combination of the foregoing to complete the Contract Work. Upon Contractor's breach, Contractor shall assign all material, equipment, tools, services, and supplies, and all of Contractor's agreements and supply contracts to Owner for the purpose of assisting Owner's completion of the Contract Work by any of the foregoing means. Equipment and tools left on the Project Site subject to a security or rental agreement shall be returned to Contractor. Equipment or tools owned outright by Contractor left on the Project Site may be assigned to Owner upon the termination of this Agreement resulting from Contractor's breach of the Contract Documents for use to complete the Project.
- B. Contractor shall remain liable to Owner for all costs incurred by Contractor in completing the Contract Work caused by Contractor's breach of the terms of this Agreement.
- C. In the event that the Owner contends that the Contractor's work is defective in relation to the Contractor's Scope of Work, then in such event, the Owner may withhold sufficient monies to cover the defective work computed as the cost of correcting the said defective work, multiplied by 2. In such event, said monies shall be withheld from the next Application for Payment from the Contractor until the matter is resolved. This amount shall be in addition to any retainages under the Contract between the parties.
- D. Where the Owner contends that the Contractor is in default as to the Scope of Work, the Contractor shall have five (5) working days from the date of the initial Owner's written direction/notification to provide a written plan of action or as otherwise satisfactorily corrected the condition. In the event that the condition is not corrected within a reasonable

time as determined by the Contractor, the Owner shall declare the Contractor to be in default.

- E. Once the Owner declares the Contractor in default, the Owner, at its option, may (1) terminate the Agreement; (2) after termination, employ one or more other contractors to complete the work; (3) complete the work with its own forces; or (4) employ some combination of the foregoing to complete the Work; or notify the Bonding Company of default. Upon such default, Contractor shall assign all material, equipment, tools, services and supplies and all of Contractor's agreements and supply contracts to the Owner for the purpose of assisting the Owner's completion of the contract work by any of the foregoing means. Equipment and tools left on the project site, subject to a security or rental agreement, shall be returned to the Contractor.
 - F. The Contractor shall remain liable in full to the Owner for all costs incurred by the Owner in completing the contract work caused by the Contractor's breach of the terms of this Agreement.
 - G. Where there is a default, Contractor shall not be entitled to any further payments for contract work not completed until the contract work has been completed and accepted by the Owner and all above described expenses have been paid by the Contractor to the Owner. Contractor shall be liable to the Owner for all costs of completion of the contract work that exceed the balance due under this Agreement and Contractor shall promptly pay all valid amounts owed to the Owner upon demand.
 - H. Cost of completion shall include, but not limited to, cost of the completing Contractor, if applicable, costs of the Owner's completion, if applicable, legal expenses, engineering and architectural costs, mobilization and demobilization costs, overhead and profit, General Conditions, police and flaggers if required, cost of delays, etc.
- 7.3. If Contractor breaches this Agreement, Contractor shall not be entitled to any further payments for Contract Work not completed until the Contract Work has been completed and accepted by Owner and all above-described expenses have been paid by Contractor to Owner. Contractor shall be liable to Owner for all costs of completion of the Contract Work that exceed the balance due under this Agreement, and Contractor shall promptly pay all valid amounts owed to Owner upon demand.
- 7.4. The Owner will be in breach of this Agreement and in default if any of the following events occur. Owner shall have five (5) days to rectify the situation after event occurs and is identified.
- A. Owner fails or refuses to pay on time (generally within 60 days of acceptance of Payment Application) any monies due under the Contract Documents;
 - B. Owner fails or refuses to perform any obligation required under the Contract Documents.
 - C. Owner makes any assignment for the benefit of creditors or files any petition under any bankruptcy or debtor-relief law.

8. INDEMNITY

- 8.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, at the owner's option, and hold harmless Owner, its respective employees, agents, officers, directors and representatives (collectively, the "Indemnified Parties") from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses arising out of or resulting from, in whole or in part, the

performance of the Contract Work, or which are caused, in whole or in part, by any negligent act or omission of the Contractor, or by any of Contractor's subcontractors or suppliers, or anyone directly or indirectly employed by them. Excluded from this indemnity section is any claim directly attributable to the conduct and actions of the Owner or arising out of any non-delegable duty owed by the Owner.

- 8.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and its agents, officers, directors and employees from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which are caused, in whole, by any negligent act or omission of Owner, or any of Owner's separate contractors, or anyone directly or indirectly employed by them.
- 8.3. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9. INSURANCE

- 9.1. Contractor shall purchase and maintain the following insurance for limits in amounts no less than set forth below:
 - A. GENERAL LIABILITY INSURANCE – PROPERTY DAMAGE AND BODILY INJURY: One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate Limit.
 - B. OWNED, HIRED AND NON-OWNED AUTOMOBILE LIABILITY INSURANCE: for Bodily Injury, Wrongful Death and Property Damage; One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate.
 - C. WORKERS COMPENSATION AND OCCUPATIONAL DISEASE: including Employer's Liability-Statutory Limit, such Employer's Liability limits for bodily injury by accident or disease to not be less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
 - D. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) per Occurrence; Five Million Dollars (\$5,000,000) Aggregate.
 - E. POLLUTION LIABILITY INSURANCE: Two Million Dollars (\$2,000,000) policy limit.
- 9.2. All required insurance coverages listed above shall be written on an occurrence-basis, and shall be maintained continuously, without interruption, from the date of commencement of this Agreement until the completion of the Contract Work or the date of final payment for the Contract Work, whichever occurs later.
- 9.3. Certificates of insurance acceptable to Owner shall be submitted to Owner before commencement of the Contract Work. The certificates of insurance and the insurance policies required above shall include a provision stating that the insurance coverage under each policy shall not be cancelled or otherwise allowed to expire until at least thirty (30) days' advance notice has been given directly to Owner by the insurance company or companies.
- 9.4. The insurance policies required for general liability coverages, owned, hired and non-owned automobile liability coverage shall include Owner (City of Providence and the Providence

Public Building Authority) as an additional insured and shall provide that these insurance coverages are primary and non-contributory in the event any additional insured is insured for the same coverages under another insurance policy or policies. Contractor shall provide copies of the endorsements from the carrier showing that these entities have been added as additional insured.

- 9.5. Nothing in the provisions of this Section shall modify, alter or otherwise affect the indemnity obligations of Contractor under Section 8 of this Agreement.

10. SAFETY

- 10.1. At its own expense and at all times, Contractor shall have the responsibility to and take all necessary precautions to protect persons and property at or adjacent to the Project Site from damage, loss, or injury resulting from performance of the Contract Work by the Contractor, its employees, subcontractors and others for whom Contractor is responsible.
- 10.2. If any accident occurs, person is injured, or property is damaged at or near the Project Site resulting from the performance of the Contract Work by Contractor, its employees, subcontractors or others for whom Contractor is responsible, Contractor shall immediately notify Owner both verbally and in writing.
- 10.3. Contractor shall maintain a safety program that complies with all applicable laws and shall comply with all specific safety requirements promulgated by any applicable governmental authority and the City of Providence, including without limitation, the requirements of the Occupational Safety and Health Act ("OSHA"). Copies of the program shall be furnished to the Owner upon request.
- 10.4. The Contractor shall submit a Life and Safety Plan prior to the execution of the Work.

11. COMPLIANCE WITH LAWS

- 11.1. Contractor shall comply with all applicable federal, state, and local laws, codes, regulations and ordinances, including, but not limited to, the Fair Labor Standards Act, OSHA, workers compensation, social security, employment and wage and hour laws.
- 11.2. Contractor shall not discriminate in the employment or advancement of any employee or applicant because of race, national origin, sex, color, age, religion, creed, physical handicap, Veteran's status or any protected class.
- 11.3. Contractor shall maintain all records and accounts for the employment of labor and the furnishing of materials and supplies in accordance with proper accounting and record keeping procedures and with all federal, state, and local laws, codes, regulations and ordinances. Copies of such records shall be provided to Owner upon request.

12. PAYMENTS

- 12.1. For the satisfactory performance and timely completion of the Contract Work, Owner shall pay Contractor the Agreement Price, subject to additions and deductions as herein provided. Payment will be less the aggregate of previous payments.
- 12.2. As a condition precedent to Contractor's right to payment, Contractor shall submit to Owner pay applications in AIA format in MS Excel Format not locked based on an Owner Approved Schedule of Values containing the following, and no pay applications will be accepted or processed for payment without the following:

- A. Project Site name and address;
 - B. Date of the Contract Work;
 - C. CIP Number and Name
 - D. Milestone of Project Completion or line item percent complete in Schedule of Values.
 - E. MBE/WBE Utilization form
 - F. Apprenticeship utilization reports
 - G. Certified Payrolls
 - H. Lien Release
 - I. Cost Loaded Progress Schedule
 - J. Digital Progress Photos (Labeled)
 - K. Real time Punch List Items Addressed
- 12.3. Pencil pay applications shall be submitted digitally (unlocked MS Excel Format) to Owner on a thirty (30) day billing cycle, by. Owner shall have fourteen (14) days from receipt of a properly documented pay application to approve and certify the pay application. Owner shall review each line item independently and base payment approval on each line item. In no case shall a disputed line item constitute a rejection of an entire pay application. In the case of a disputed line item(s), payment shall be made for all other line items and disputed line item(s) shall be settled in accordance with Section 14. Owner shall generally issue payment within 60 days after the pay application is approved and certified.
- 12.4. Payment shall not be considered approval or acceptance of Contract Work or materials that do not comply with the Contract Documents.
- 12.5. Retainage in the amount of 5% will be withheld by the Owner until final completion and acceptance of the project. If the Contractor is from out of state, the 5% retainage shall be increased to 8%.
- 12.6. If labor, materials or other charges relating to the Contract Work are not being paid by Contractor when due, Owner may take all steps necessary to ensure such payments are made, including paying Contractor's bills directly, and charge such payments to Contractor.
- 12.7. Owner may reduce or delay payment to Contractor for any and all of the following reasons:
- A. Unsatisfactory job progress;
 - B. Defective work or materials not remedied;
 - C. Disputed work;
 - D. Failure of Contractor to comply with the provisions of this Agreement;
 - E. Legitimate and non-frivolous third party claims filed or reasonable evidence that a legitimate and non- frivolous claim will be filed;

-
- F. Failure of Contractor to make timely payments for labor, equipment and materials;
 - G. Damage to Owner or a separate contractor;
 - H. Reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement Price,
 - I. Failure to submit apprenticeship utilization reports, MBE/WBE utilization reports or updated construction schedule; or
 - J. Punch lists not being addressed as project proceed (Real Time).
- 12.8. If Contractor's materialmen, suppliers, or subcontractors file a lien or other claim, or attempt to exercise any right or remedy against Owner, Owner's interest in the Project Site, or the Project Site, Contractor shall immediately remove the lien or other claim, by payment, bond, or otherwise. If Contractor fails to act on the notice of lien or claim as outlined above within thirty (30) days, the Owner may, in addition to its right to declare a material breach of this Agreement and exercise all rights and remedies, take whatever acts are necessary to remove the lien or resolve such claims and charge Contractor for the costs incurred.
- 12.9. Final payment to Contractor is conditioned upon and subject to the approval of the Contract Work by Owner. As a condition of final payment, Contractor shall provide to Owner "as built" drawings of the finished Project and all warranties, operating instructions and manuals and an agreement to hold Owner harmless from all claims, all in forms acceptable to Owner. Contractor also shall provide to Owner a final release and lien waiver for labor and materials furnished by Contractor, its subcontractors and suppliers and from all lower tier subcontractors and suppliers who have served preliminary lien notices on Owner or Contractor. The Contractor shall provide consent of the Surety Company as well.
- A. Acceptance of final payment shall act as a waiver and release of any and all claims by Contractor, except unknown claims for personal injury or property damage caused by Owner.
- 12.10. Final payment by the Owner shall in no way relieve the Contractor for liability for its obligations to repair or replace faulty or defective Contract Work discovered after final payment. All such defenses Contractor may have to such claims are preserved.

13. RIGHTS AND REMEDIES

- 13.1. Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available at law or in equity.

14. DISPUTES

- 14.1. Disputes to be resolved in accordance with the Rhode Island General Law Tittle 37, Chapter 37-16 et seq.
- 14.2. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the

contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by and construed under the laws of the State of Rhode Island, without regard to its conflicts of law principles.

16. ALL CHANGES TO AGREEMENT SHALL BE IN WRITING

- 16.1. This Agreement shall not be changed except by written agreement of Owner and Contractor.

17. LEGAL EFFECT

- 17.1. In the event any provision contained herein is found to be legally unenforceable, all other provisions of this Agreement shall remain in full force and effect as if the unenforceable provision was never made a part of this Agreement.

18. INTERPRETATION

- 18.1. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

19. NO PARTNERSHIP

- 19.1. Nothing contained herein shall, or shall be deemed to, create any relationship between the Parties other than that of Owner and Contractor.

20. FURTHER DOCUMENTS

- 20.1. The Parties shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, to carry out the matters contemplated by this Agreement.

21. RECORD KEEPING, AUDIT AND INSPECTION

- 21.1. Contractor shall retain all books and records pertaining to the provision of the Contract Work for a period of no less than five (5) years after completion of all Contract Work or the termination of this Agreement, whichever occurs earlier and shall, during such time, shall permit Owner and its designated representative(s) to audit, inspect and make copies of all such books and records so maintained by Contractor. Any such audit and inspection shall take place during normal business hours upon reasonable prior notice to Contractor. The right to audit and inspect shall survive the termination of the Agreement.

22. NOTICE

- 22.1. All notices to either party pursuant to this Agreement shall be in writing and signed by a duly authorized representative of the party giving such notice and shall be served either in person, by overnight delivery service or by certified mail, return receipt requested, to the respective address for each party given in the Agreement.

23. AUTHORITY

- 23.1. The individuals executing this Agreement on behalf of the parties represent they are duly authorized to sign on behalf of the parties and bind the Parties hereto.

24. COUNTERPARTS

- 24.1. This Agreement may be signed in counterparts.

25. NOTICES

- 25.1. No notice, consent, approval or other communication given in connection herewith shall be validly given, made, delivered or served unless in writing and delivered by hand, email, or by registered/certified United States mail to Owner or Contractor, as the case may be. Correspondence shall be delivered to the respective mailing and/or email addresses set forth below, or to such other addresses as either party may from time to time designate in writing and deliver to the other party. Notices, consents, approval or communications shall be deemed given or received 24 hours after deposit in the mail, or immediately if hand-delivered or sent by email transmission. All written correspondence shall be followed by a telephone call within 24 hours of sending to confirm that it was received by the other party.

A. If to City:
Patricia A. Coyne-Fague, Esq., Director
Department of Public Works
700 Allens Avenue
Providence, RI 02905
401-680-7500
pcoynefague@providenceri.gov

cc:
Craig Hochman, Chief Engineer
401-680-7515
chochman@providenceri.gov

B. If to PBBA:
Mal Salvadore
Providence Public Buildings
Authority
50 South Main Street, Suite 102
Providence, RI 02903
401-780-8686
masltd1999@aol.com

C. If to Contractor:
[CONTACT NAME, TITLE]
[COMPANY]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE]

26. EXHIBITS

26.1. This Exhibit List is hereto attached and incorporated herein by reference.

- A. Request for Proposals dated
- B. Contractor's Proposal dated
- C. Contractor's Insurance
- D. Contractor's Performance and Payment Bonds (Statutory Form)
- E. Contractor's Schedule of Values, if applicable

[signatures appear on the following page(s)]

**CITY OF PROVIDENCE,
ON-CALL SEWER AND DRAINAGE REPAIRS
(BLANKET CONTRACT 2026-2030)**

ADDENDUM NO. 3

NOW, THEREFORE, the Parties execute this Agreement.

PROVIDENCE PUBLIC BUILDING AUTHORITY

By: _____

Name (Printed): _____

Title: _____

Date: _____

**CITY OF PROVIDENCE DEPARTMENT OF PUBLIC
WORKS**

By: _____

Name (Printed): _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Name (Printed): _____

Title: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____

Name (Printed): _____

Title: _____

Date: _____

(this page intentionally left blank)