



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

REQUEST FOR QUALIFICATIONS

Item Description: Engineering Design, Consulting and Construction Management for Public Works Projects (Blanket Contract 2026)

Procurement/MinuteTraq #: 52100

Date to be opened: Monday, February 2/23/2026

Issuing Department: Department of Public Works

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - 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 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Bryant Anderson, Deputy Chief Engineer
 - Engineering Division, Department of Public Works
 - Phone: 401-680-7563
 - Email: banderson@providenceri.gov
 - Please use subject line “**On-Call RFQ 2026**”

Pre-submission Conference

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions

Questions regarding this RFQ shall be submitted by 2:00 pm on Tuesday, February 10, 2026.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 2/23/2026

Responses may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all responses will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Responders must submit **2 copies** of their submission in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation is related and must include the company name and address on the envelope as well.** (On page 1).

In addition, Responders shall include an electronic copy of the submission in .PDF format on a USB Flash Drive.

- 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 submission envelope and information relative to the bid must be addressed to:

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

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

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

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

SUBMISSION PACKAGE CHECKLIST

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

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

- Form 1: Responder's Blank as the cover page/ 1st page (*see page 5 of this document*)
- Form 2: Certification of Responder as 2nd page (*see page 6 of this document*)
- Form 3: Certificate Regarding Public Records (*see page 7 of this document*)
- Form 4: Affidavit of City Vendor (*see page 8 of this document*)
- Form from the Minority and Women Business Enterprise Program. (*see page 9 of this document*)
- Responder's Proposal/Packet: Formal response to the specifications outlined in this RFQ, 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.

All of the above listed documents are REQUIRED.

******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.***

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to qualified and responsible applicants that meet the requirements listed in the RFQ.
2. In determining the qualified and responsible applicants, cash discounts based on preferable payment terms will not be considered.
3. Where qualifications are the same, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
4. No submission will be accepted if the response is made in collusion with any other responder.
5. Responses may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A applicant 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 responses.
- 8.
9. Applications may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
10. No goods should be delivered, or work started without a Purchase Order.
11. A certificate of insurance will normally be required of the successful vendor(s).
12. No goods should be delivered, or work started without a Purchase Order.
- 13. Submit 2 copies of the submission to the City Clerk, unless the specification section of this document indicates otherwise. Also, include an electronic copy of the bid in .PDF format on a USB Flash Drive.**
14. Applicant 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.)

FORM 1: Responder’s Blank

1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Responder’s submission must be in ink or typewritten, and all blanks on the bid form should be completed.
3. All responses **MUST BE SIGNED IN INK.**

Name of Responder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the “Item Description” here): **Engineering Design, Consulting and Construction Management for Public Works Projects (Blanket Contract 2026)**

(select all that apply)

Engineering Design and Consulting

Construction Management and Inspection

If the responder’s company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island*

Delivery Date (if applicable): Not applicable.

Name of Surety Company (if applicable): Not applicable

Total Amount in Writing*: Not applicable. This is a Request for Qualifications.

Total Amount in Figures*: Not applicable. This is a Request for Qualifications.

****If you are submitting a unit price bid, please insert “Unit Price Bid”***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

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

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

1. Responder 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 Responder'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 Responder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name

FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

understanding that:

1. All submissions for this 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 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 to the evaluation of a vendor's submission.
3. The requested supplemental information may be crucial to evaluating responses. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate submissions.
4. If sensitive information that has not been requested is enclosed or if a Responder opts to enclose the defined supplemental information prior to the issuing department's request in the responding 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 solicitation process. Information required in the application packet may not be submitted directly to the issuing department at the discretion of the Responder in order to protect other information, such as pricing terms, from becoming public. Responders who make such an attempt will be disqualified.

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Status

Responder's Name:		
Responder's Address:		
Point of Contact:		
Telephone:		
Email:		
Procurement #:	52100	
Project Name:	Engineering Design, Consulting and Construction Management for Public Works Projects (Blanket Contract 2026)	
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).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE
I certify under penalty of perjury that the forgoing statements are true and correct.		
Vendor Signature	Title	Date

SPECIFICATIONS

- Request for Qualifications, Engineering Design, Consulting and Construction Management for Public Works Projects (Blanket Contract 2026), prepared by the Department of Public Works, Providence, RI, Dated January 2026 (attached).

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Qualifications (“RFQ”) 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 RFQ, 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 RFQ or, if none is required in the RFQ, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
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- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
 17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

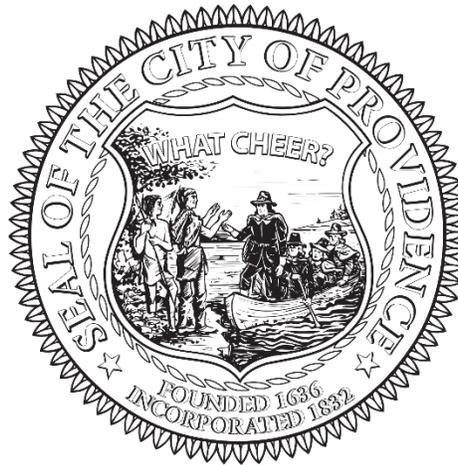
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CITY OF

REQUEST FOR QUALIFICATIONS
Engineering Design, Consulting and Construction Management for
Public Works Projects (Blanket Contract 2026)

PROVIDENCE, RHODE ISLAND

HONORABLE BRETT P. SMILEY
Mayor, City of Providence



PREPARED BY:

DEPARTMENT OF PUBLIC WORKS
700 ALLENS AVENUE
PROVIDENCE, RI 02905
401-680-7500

PATRICIA A. COYNE-FAGUE, DIRECTOR

January 2026

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REQUEST FOR QUALIFICATIONS

I. PURPOSE

- A. The City of Providence, Department of Public Works (City or DPW) is soliciting qualifications from independent licensed and insured professional firms with expertise in engineering design, consulting, construction project management, and construction inspection services through a quality-based selection.
- B. Engineering design and consulting may consist of the development and performance of plans, specifications, contract documents, cost estimates, distribution of quantities, survey, investigations, studies and public meetings, coordination with abutters outreach/input.
- C. The Construction Manager is to provide a Project Manager (PM), Resident Engineer(s) (RE) and material testing (self-performed or contracted) to monitor the construction and reconstruction of asphalt and concrete roads and sidewalks, drainage and sewer improvements, installation of traffic signals and equipment, installation of street lighting, structural repairs to bridges and/or dams, landscaping, streetscaping, construction safety standards and other public works improvements, in accordance with the plans, specifications or as directed. The construction manager shall keep all records of inspections, materials testing, meetings, construction activities, payment quantities, project budgets, progress reports, schedules, preconstruction photos/videos, as-built drawings and coordination with abutters, the general public, community groups, stakeholders and utilities. The successful respondent(s) are to provide all labor, materials, tools, equipment, transportation, cell phones, plans, specifications, contract documents, supervision and warranties required to complete the project.
- D. The contract for the services will run through December 31, 2027 with three (3) one (1) year options for renewal (effective from 1/1/2028 through 12/31/2028, from 1/1/2029 through 12/31/2029, and from 1/1/2030 through 12/31/2030).
- E. The contract may be extended based on availability of funds and performance of the selected respondents. Work is performed under the direction of the Director of the Department of Public Works or his/her designee.
- F. Interested firms may choose to submit for Construction Management and Inspection (See Section 3) and/or Engineering Design and Consulting (See Section 4). If a firm does not employ or subcontract a specific discipline in the Engineering Design and Consulting section, they may respond to only those disciplines that the firm has competence in. This will not exclude firms from award but may limit opportunities for work if the firm does not have competence in certain areas.
- G. Some projects may require a respondent to provide design services and construction services. Respondents interested in this work must submit qualifications for both Construction Management and Inspection; and Engineering Design and Consulting Services.
- H. This request for qualifications and subsequent awards does not guarantee work to any of the awarded respondents. This procurement is meant to qualify firms for projects on an as-needed basis as they are identified, funded, and authorized. Additionally, the services described below may be procured through a separate RFQ if the need arises.

II. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

- A. To be considered responsive, **brief** proposal submissions must include the following administrative and technical information for DPW review and subsequent selection recommendation(s):
1. Letter of Transmittal: A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the firm. Letter shall state the portions of the RFQ that the respondent is submitting for.
 2. Company Introduction: Qualified Respondents must provide evidence of expertise relative to the services requested. Respondents are also required to include a complete description and other relevant information documenting organizational structure, and specific office locations.
 3. Relevant Experience: Respondents are to include a comprehensive listing of similar current and past projects and/or clients served providing services related to this Scope of Work.
 4. Client References: Respondents must provide at a minimum three (3) references detailing client name/address, complete contact information, type of project and description of services provided, and timeframe completed. By listing these references, permission is granted to the City to contact said individuals to verify the satisfactory performance of services provided. Firms shall submit references for Construction Management/Inspection and Engineering Design/Consulting.
 5. Current Workload: Include List of Current projects and Staff assigned to each project.
 6. Staff Qualifications: Respondents are to include an overview of:
 - (a) Construction Management/Inspection – proposed project managers and three inspectors.
 - (b) Engineering Design and Consulting - mid/upper-level personnel in responsible charge with minimum experience levels as detailed in Section III and IV.
 7. Cost Proposals: Respondents shall provide a copy of their current Labor Rates that will become part of the Contract. Awarded firms shall submit current labor rates for each calendar year at the start of each year. Labor rates and pricing submitted as part of this solicitation will be used upon award of contract and will not be used as part of the selection process.

III. CONSTRUCTION MANAGEMENT AND INSPECTION

- A. Construction Management and Inspection Firm (CMIF) is to provide up to two (2) PM's and up to eight (8) RE's on an as needed basis.
1. The CMIF's work is expected 5-6 days per week, no overtime, straight pay for all hours worked. If the Contractor breaks from their work on assigned projects, the CMIF shall not invoice the City for "down time." Work may occur overnight, or during weekend hours, for which the hourly wage rate shall be applicable; no overtime rate shall be applied.
 2. Work by the CMIF is performed under the direction of the Director of the Public Works Department or his/her designee (City).

- B. Coordinate and inspect daily construction and reconstruction of asphalt and concrete roads and sidewalks, drainage and sewer improvements, installation of traffic signals and equipment, structural repairs to bridges and/or dams, installation of street lighting, landscaping and streetscaping, construction safety standards and other public works improvements, in accordance with the plans and specifications.
- C. Provide materials testing and certification services.
- D. CMIF shall be accountable for all actions and decisions made by the PM, RE and material testing firm.
- E. Cell phones, cameras and laptop computers/tablets for all PM's and RE's shall be provided by the consultant.
- F. The CMIF responsibilities shall include but not be limited to the following:
 - 1. Maintain daily log of quantities, measurements, project meetings. Review, prepare and authorize contractor payment requests. Prepare cost analysis and other summaries of completed/uncompleted work on an on-going basis. Documentation of daily activities shall be prepared in strict conformance to Rhode Island Department of Transportation procedures. The PM shall be responsible for overall budget management.
 - 2. The CMIF shall monitor the progress and quality of construction and materials used to ensure that the Contractor is in conformance with the construction contract documents which includes the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, including all revisions.
 - 3. Report to the City (and Contractor), any work that is unsatisfactory, faulty, damaged, defective or does not conform to the Contract Documents, or does not meet the requirements or any inspections, tests or approvals required to be made. The CMIF shall advise the City when work should be corrected or rejected or should be uncovered for observations or requires special testing or inspection. The CMIF representative, with the City's approval, shall direct the Contractor to make the appropriate adjustments, corrections, additions, deletions, or replacements.
 - 4. Ensure that defective material, poor workmanship, or other operations not conforming to the Contract Documents does not occur.
 - 5. Meet with officials from City, State and Federal agencies as required to answer questions and review project files during informal meetings and formal project audits.
 - 6. Perform outreach and coordination with abutters, the general public, community groups, stakeholders and utilities. The CMIF may be required to attend and lead public meetings.
 - 7. The CMIF shall have sufficient AutoCad skills to draft edits to plans, assist in the preparation of traffic control plans, produce as-built plans and any other minor design or modification.
 - 8. The CMIF shall have sufficient ArcGIS skills, to edit datasets for work completed.
 - 9. Respond to claims for damages relative to the assigned project.
 - 10. Track, document and correspond with contractor on construction issues, failure to follow specifications, and any other issues with the job.

11. Responsible for the overall project delivery.
 - G. Coordinate and monitor field/laboratory materials testing and documentation ensuring that the minimum frequency of sampling, testing procedures and documentation is performed in strict conformance with the Rhode Island Department of Transportation procedures, or in accordance with the project's material testing and certification schedule.
 - H. The CMIF shall ensure that qualified personnel are available to inspect construction operations during all hours the Contractor is working. The CMIF will be expected to provide the required number of staff to the City within two (2) weeks of the time requested. All personnel assigned shall be committed to the project for its duration, unless otherwise approved by the City in writing. The City reserves the right to approve or deny proposed personnel. Contractor work hours may be at any time during the day, or any day during the week. Some contracts may be subject to winter shutdown, while other contracts may continue through the winter.
 - I. The CMIF shall be expected to furnish their employees, at no cost to the DPW with all personal engineering supplies and equipment required for them to perform their job. This includes, but is not limited to:
 1. Survey equipment, hand levels, plumb bobs, rain gear, scientific calculators, drafting tools, hard hats, safety vests, Metric/English folding rules, metric/english tape measure and or measuring wheel, yellow flashing lights for vehicles, smart level, camera, laptop computers, paper, writing instruments, etc.
 - J. Construction Project Manager (PM)
 1. Qualifications
 - (a) The City will require copies of resumes for any and all personnel assigned to the project. Prior to being assigned to any project, personnel must be approved by the City, who may require a face-to-face or telephone interview. It is required that the project manager has experience with construction and reconstruction of asphalt and concrete roads and sidewalks, drainage and sewer improvements, installation of traffic signals and equipment, installation of street lighting, structural repairs to bridges and/or dams, landscaping, streetscaping, construction safety standards and other public works improvements. It is required that the individual possess experience in all areas and are thoroughly familiar with Rhode Island Department of Transportation specifications, procedures and documentation for construction management and inspection and materials testing.
 2. Education and Training
 - (a) It is highly desirable but not mandatory that the PM's have an education such as gained through graduation from a college of recognized standing with specialization in civil engineering.
 - (b) It is highly desirable but not mandatory that the PM's possess a professional engineer's license (PE) to practice in the State of Rhode Island.
 - (c) It is highly desirable but not mandatory that the PM's possess a NETTCP Quality Assurance Technologist Certification
 3. Illustrative Examples of Work Performed

- (a) Attend a pre-construction conference.
- (b) Oversee and provide related management for construction monitoring and engineering services related to construction of the project. Responsible for project management, delivery, budget, and overall project success. Project Manager is responsible to oversee Resident Engineer (RE) and to perform site visits as quality assurance of the RE and the Contractor.
- (c) Prepare and submit to the City (with biweekly reports), construction management progress reports as required by the City, containing a summary of the contractor's progress, general conditions, problems and resolution, or proposed resolution of problems in a form acceptable to the City.
- (d) Run progress meetings to review construction progress and engineering management procedures.
- (e) Maintain a record of all conferences, meetings, discussions and verbal directions (including telephone and email communications as required) between the Consultant, the City, the contractor, utility companies, and the public including coordination efforts where necessary on matters relative to the project.
- (f) Monitor Contractor's compliance with the Construction Contract Documents, Occupational Safety and Health Association (OSHA) construction safety regulations and their requirements.
- (g) Review and evaluate shop drawings and technical data of materials proposed for the construction work for compliance with the plans and specification.
- (h) Evaluate, prepare and process change orders, extra work, and claims. Review and recommend for approval, the contractor's progress payments, certified payrolls, apprentice utilization and adherence to local construction trade employment ordinances.
- (i) Act as project liaison and attend regular site meetings with the contractor and his representatives in order to anticipate construction work, potential problems, progress, and for other necessary reasons.
- (j) Provide a final inspection, to be undertaken with the City personnel and contractor (punchlist).
- (k) Compile project budgets and schedules as required by the City.
- (l) Review and evaluate the contractor's work schedules and recommend their acceptance to the City.
- (m) Produce as-built drawings.
- (n) Limitations: Except upon written instructions of the City, CISF Project Manager(s):
 - (i) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment without prior approval of the City.
 - (ii) Shall not undertake any of the responsibilities of the Contractor, sub-Contractors or the Contractor's superintendent.

(iii) Shall not perform manual duties assigned to the Contractor's work

K. Construction Inspection Resident Engineer (RE)

1. Qualifications

(a) The City will require copies of resumes for any and all personnel assigned to the project. Prior to being assigned to any project, personnel must be approved by the City, who may require a face-to-face or telephone interview. It is required that project personnel have experience with construction and reconstruction of asphalt and concrete roads and sidewalks, drainage and sewer improvements, installation of traffic signals and equipment, installation of street lighting, landscaping, streetscaping, construction safety standards and other public works improvements. It is not required that any one resident engineer possess experience in all areas, however the CISF should have available qualified personnel to cover all areas.

2. Education and Training

- (a) It is highly desirable but not mandatory that the RE's have an education such as gained through graduation from a college of recognized standing with specialization in civil engineering.
- (b) It is highly desirable but not mandatory that the RE's have an education such as gained through completion of a technical institute curriculum accredited by the Engineer's Council for Professional Development, or completion of two years of study in an accredited college including the successful completion of courses in algebra, geometry, trigonometry and highway and/or structural drafting.
- (c) It is desirable but not mandatory that personnel be certified by the National Institute for Certification in Engineering Technologies (NICET), the New England Transportation Technician Certification Program (NETTCP), or the American Concrete Institute (ACI).

3. Illustrative Examples of Work Performed

- (a) The Resident Engineer shall perform resident field inspections, observations and monitoring of the construction work on a full-time basis and shall perform the following tasks:
- (i) Maintain at the job site, orderly files for correspondences, reports of job conferences, shop drawings and sample submissions with results. Maintain reproductions of original Contract Documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents.
- (ii) Keep diary or log book, recording hours on the job site, weather conditions, time of events, and data relative to questions, extras or deductions. Maintain a list of principal visitors, daily activities and locations, decisions, and observation in general and specific observations in more detail as in the case of observing materials test procedures, during the contractor's normal working hours. Photos/video shall be taken and logged to supplement the daily diary/log book.

- (iii) Keep a daily manpower, materials and equipment diary or logbook on the contractor, all sub-contractors and utility companies and other indicators of construction progress.
- (iv) Record names, addresses and telephone numbers of all Contractors, sub-contractors and major suppliers of equipment and materials.
- (v) Arrange for and participate with the City and Contractor in partial and final inspections of the construction.
- (vi) Conduct a pre-construction meeting with the contractor.
- (vii) Observe the construction and monitor/record site conditions during and after daily construction activities. Record contractor's compliance with the contract specifications and describe areas in which problems exist or can be anticipated. Ensure Contractor has obtained all relevant traffic engineering permits for street closures, detours and no parking requests. The RE shall ensure that work zone traffic control setups, detours and street closures comply with the permit conditions and/or contract specifications/details. Responsible for quality assurance of contractor's work.
- (viii) Observe and measure the quantity and quality of construction work to determine that the work is proceeding in conformance with the contract plans and specifications. Check and record compliance to all permits and other associated project agreements.
- (ix) Visually observe and reject defective workmanship, materials, equipment and supplies delivered and/or installed at the work site.
- (x) Prepare necessary documentation for and maintain a set of marked prints for use in preparing final as-built.
- (xi) Monitor and record the site conditions, during and at the end of daily work, for conformance with specifications.
- (xii) Be responsible for checking the necessary control elevations as required, designing the proper grades to meet existing conditions, and in general, providing direction to the contractor. The contractor is responsible for all construction layouts.
- (xiii) Make measurements for, and check and process monthly and final pay estimates and submit to the City.
- (xiv) Record and report problems and contractor's failure to comply with the plans and specifications, and advise contractor of the City's decision.
- (xv) Record and process any claims, change orders, extra work or conditions that may lead to special requests by the contractor.
- (xvi) Issue notifications to abutters regarding planned construction work. Coordinate with the City's Parking Administrator to allow for overnight parking where driveways may be impacted.
- (xvii) Safety: The CMIF Resident Engineer should have knowledge of safety precautions in order that all safety rules and regulations are adhered to by the

contractor and CMIF personnel (i.e. State and local laws and regulations, trench protection, traffic safety through construction zone requirements, etc.) The CMIF Resident Engineer will report to the City and Contractor any noted safety deficiencies.

- (xviii) Field Modifications: In general, the CMIF Resident Engineer performing construction inspection under the terms of the Contract Documents may make minor field adjustments (requiring no level of design effort or Report of Change), and major field changes shall be made by the City.
- (xix) Claims Representation: The CMIF Resident Engineer shall investigate or analyze monetary or other claims brought against the City by the contractor or others.
- (xx) Limitations: Except upon written instructions of the City, CMIF Resident Engineer(s):
 - 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment without prior approval of the City.
 - 2. Shall not undertake any of the responsibilities of the Contractor, sub-Contractors or the Contractor's superintendent.
 - 3. Shall not perform manual duties assigned to the Contractor's work

L. Materials Testing and Certification

- 1. The CIMF shall be, or procure a licensed and insured professional material testing firm with expertise in field and plant materials testing and related laboratory serviced, relative to the construction of earthwork (Soils), Portland cement concrete and bituminous concrete. Materials testing and certification will be utilized to ensure the quality of materials and compaction of materials for various sidewalk, roadway and sewer projects. Sampling and testing shall be in accordance with the minimum frequency of sampling, testing procedures and documentation in strict conformance with the Rhode Island Department of Transportation procedures, or in accordance with the project's material testing and certification schedule.
 - (a) Laboratories must be certified and provide a copy of a current AASHTO (American Association of State and Highway Transportation Officials) Accreditation Program (AAP) or NETTCP Certifications with the submission for review and must be updated annually throughout the contract term, or when there is a change in certifications status.
 - (b) All tasks listed under the items for field testing shall be inclusive of the cost per hour, unless otherwise specified.
 - (c) All Field and Plant technicians shall have Northeast Transportation and Training Certification Program (NETTCP) certifications in the area of testing that is being performed. Laboratories at the plants shall be made available by the contractor or material provide for Plant Inspection services
- 2. Field Testing
 - (a) Soils - Field Soil Inspection

- (i) Soils field technician to determine in-place density of compacted fill materials in accordance with AASHTO T 310 Nuclear Method or AASHTO T 191 Sand Cone Method and report general observations.
- (ii) A Proctor Density test (AASHTO T 180) is required and will be paid at the respective unit cost under Section B. Laboratory Services.
- (b) Bituminous - Field Inspection
 - (i) Monitor paving operations for placement, temperature, thickness, in-place density (AASHTO T 343 – electronic or AASHTO T 355 – nuclear), materials composition workmanship and report general observations.
- (c) Bituminous - Plant Inspection
 - (i) Monitor batching operation for material composition by means of visual observation, Asphalt Binder Content by Ignition Method (AASHTO T 308), Theoretical Maximum Density (AASHTO T 209), Gradation (AASHTO T 30), Gyratory Specimen (AASHTO T 312) and report general observations.
- (d) Portland Cement Concrete - Field Testing
 - (i) Concrete field technician to perform in-field testing/quality control, including slump tests (AASHTO T 119), air content (AASHTO T 152), temperature (AASHTO T 309), fabrication of test cylinders (AASHTO T 23) and report general observations.
- (e) Portland Cement Concrete - Plant Inspection.
 - (i) Monitor mix operation for material composition, aggregate sampling (AASHTO T 2), moisture content (AASHTO T 255), sieve analysis (AASHTO T 27) and report general observations.
- 3. Laboratory Services
 - (a) All Laboratories where Lab Services are to be performed must be accredited through the Northeast Transportation Training and Certification Program (NETTCP) or the American Association of State Highway and Transportation Officials (AASHTO). A copy of current NETTCP and/or AASHTO Certification(s) must be included in the technical proposals and updated annually throughout the contract term.
 - (i) Thickness of asphalt (including the cost of four inch or six-inch core) - ASTM D3549
 - (ii) Bulk Specific Gravity – AASHTO T 166
 - (iii) Concrete Compression Test – AASHTO T 22
 - (iv) Sieve Analysis (for soils only) – AASHTO T 27
 - (v) Proctor Density (for soils only)– AASHTO T 180
 - (vi) Pavement marking testing of glass beads – sieve analysis- ASTM D 1214

- (vii) Epoxy Paint Dry Time – ASTM D 711
- (b) Materials shall comply with Rhode Island Department of Transportation (RIDOT) Standard Specifications, including all revisions, addenda and compilations and contract specific specifications.
- (c) Testing shall be ordered by the Project Manager, according to RIDOT's Master Schedule for Sampling and Testing or the contract specific Schedule for Sampling and Testing.
- (d) All testing reports shall be submitted in accordance with the applicable AASHTO or ASTM specifications

IV. ENGINEERING DESIGN AND CONSULTING

- A. The City of Providence is engaged in an ongoing Capital Improvement Program to improve and maintain roads, sidewalks, sewers, dams and other assets in the Public right-of-way (ROW) and to City owned properties, parks and buildings. Additionally, as new funding sources become available or maintenance issues arise requiring consultant engineers, or studies, assessments or other engineering work are required, this procurement would be the vehicle to request proposals for each specific project.
- B. This RFQ seeks to pre-qualify design and consulting engineers. As projects are developed and authorized, the City of Providence will seek proposals based on the hourly rates requested in this RFQ. If items are outside the hourly rate structure, prices will be requested for those particular items.
- C. The selected consultants must possess working knowledge of all City, State and Federal transportation and environmental law, as well as the City's, RIDOT's and RIDEM's design and construction policies, procedures and standard specifications. The consultants shall demonstrate competence and experience in the planning, design and permitting of following disciplines: structural, geotechnical, environmental, traffic, transportation, ADA, bike facilities, pedestrian facilities, road construction/maintenance/preservation, and survey with specific skill/knowledge in, but not limited to:
 - 1. Pavement and sidewalk maintenance and rehabilitation methods
 - 2. Bicycle and pedestrian facilities in the urban environment
 - 3. Traffic Calming, signals and operations
 - 4. Urban place making
 - 5. Complete Streets
 - 6. National Association of City Transportation Officials (NACTO) guidelines
 - 7. Stormwater management/green infrastructure
 - 8. Sewer network maintenance, rehabilitation and construction
 - 9. Sewer design, hydraulics and hydrology
 - 10. Landscape Architecture

11. Develop and deliver public presentations, compile feedback and make recommendations to City staff
12. Graphic Renderings
13. ArcGIS
14. Asset Management
15. Historical/cultural evaluations

V. INSURANCE

- A. During the term of this agreement, the selected qualified firms shall, at a minimum, maintain insurance coverage in the following types and minimum amounts:
 1. General Liability Insurance
 - (a) Each Occurrence - \$1,000,000.00
 - (b) Bodily Injury to any one person - \$300,000.00
 2. Automobile Liability (Combined Single Limit) - \$1,000,000.00
 3. Workers Compensation and Employers' Liability Insurance - \$500,000.00
 4. Professional Liability - \$2,000,000 per claim
 5. Errors and omissions - \$1,000.000 per claim
- B. Insurance certificates shall be provided within 10 calendar days of acceptance of a proposal for engineering design/consulting services. In the event of cancellation or modification of any of the insurance coverages required by this document, written notification shall be sent to the Director of Public Works or his/her designee. Renewal policies shall be submitted to the Providence Department of Public Works when available.
- C. The awarded firms shall be obligated to hold the City harmless from all claims arising under this contract and include the statement in his/her insurance. The City of Providence and the Providence Public Building Authority shall be named as additionally insured on a primary and non-contributory basis.

VI. SUBLETTING

- A. Subletting any portion of this contract is not authorized without the written approval of the City.

VII. TERMINATION OF THE CONTRACT

- A. If either the City or selected firm fails to perform any of the obligations imposed by this contract, the aggrieved party shall have the authority to terminate the contract with a 10-day written notice.
- B. In the event of termination by the City due to a breach by the firm, the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the firm hereunder,

then the firm shall pay to the City the amount of the excess costs. The City also shall be entitled to any other equitable and legal remedies that are available.

- C. In the event of breach of this Agreement by the City, then the firm's remedy shall be limited to termination of the Agreement and receipt of payment for work performed prior to the termination date. All project files and as-built drawings must be submitted prior to payment.
- D. The City reserves the right to temporarily suspend or permanently end the contract with the firm if the firm in the event of a personnel change that is not approved by the City.

VIII. TERMS OF PAYMENT

The City agrees to make its best effort to pay to the firms, within 60 days of request for payment, for services rendered in the previous month. Monthly invoicing will be based on an hourly rate as submitted in the cost proposal, by milestone, or by percentage of lump sum as agreed to. The consideration for said payment(s) shall be the firm's faithful execution and performance of all of the duties and obligations imposed upon him by the City and this Agreement. If invoicing for construction management, the firm's invoices submitted after the Contractor's retainage release will only be paid when all as-built drawings and project records have been received and approved by the City.

All labor rates used for a specific Task Order shall be fixed at the applicable cost proposal/rates for the calendar year the Task Order was issued. These rates shall remain fixed for the entire duration of the Task Order regardless of the work extending into subsequent calendar years.

IX. REQUIREMENTS AND CONDITIONS

- A. Each respondent shall have no collusion or secondary interests with any other respondent.
- B. All respondents shall be in compliance with all municipal and State Affirmative Action and Equal Opportunity practices.
- C. The City reserves the right to reject any or all proposals or to make an award or multiple awards if deemed to be in the best interest of the City.
- D. All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the respondent. The City assumes no responsibility for these costs.
- E. Qualifications in response to this solicitation are considered to be irrevocable for a period of not less than ninety (90) days following the established due date and may not be withdrawn without the express written permission of the Purchasing Agent.
- F. Contact: Bryant Anderson, Deputy Chief Engineer at (401) 680-7563 or banderson@providenceri.gov with any questions relating to this advertisement or services requested under this advertisement by 2:00 PM on Tuesday, February 10, 2026. Questions received after this time may not be considered.
- G. In accordance with RI Gen. Laws 7-1.1-99, no foreign corporations, a corporation established other than in Rhode Island, has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. If applicable, a copy of Respondent's Certificate of Authority must be included as part of the Proposal Submission located behind the front page of each copy of the proposal. Failure to do so may result in disqualification. Any Respondent who does NOT have a current Certificate of Authority for the firm MUST acknowledge non-compliance with this requirement and confirm in writing that, if selected for the project, will expedite acquisition of a Rhode Island Certificate of

Authority prior to award. The letter of acknowledgement must be included behind the front page of each copy of the proposal.

- H. In accordance with Title 5, Chapter 8 of the Rhode Island General Laws, any person or firm which practices or is offering to practice engineering within the State of Rhode Island must be registered and/or hold certificates of authorization from the State of Rhode Island Board of Registration for Professional Engineers. A copy of registration/certification must be submitted with the Letter of Interest.
- I. The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to Task Orders issued under this contract.

Information on the City's MBE/WBE participation goals and forms (required at time of/for Task Orders) can be found on the City's web page (www.providence.ri.gov) under the Vendor Center section of the Purchasing Department's page.

X. EVALUATION AND SELECTION

- A. A Technical Review Committee will be convened comprised of members of the City's Department of Public Works.
- B. The Technical Review Committee members will review and evaluate qualification proposal submissions from each Respondent to determine if they are responsive or nonresponsive to the requirements of this RFQ. All responsible firms will be evaluated and rated based on the criteria below; resulting in a short-list of qualifying firms.
- C. Selection Criteria

Item	Points
1. Company Introduction (Section II.A.2.)	0-5
2. Staff Qualifications (Section II.A.6.)	0-25
3. Firms Previous Experience (Section II.A.3.)	0-25
4. Firms Previous Performance (Section II.A.4.)	0-30
5. Firms Existing Workload (Section II.A.5.)	0-15

Maximum Score: 100

0 score = non-responsive/poor response
Top score (differs with category) = excellent response

- D. Only qualifications proposals ranked at a minimum of 70 POINTS will be considered.
- E. A final evaluation and ranking will be based on the respondents' Proposal and ability/commitment to provide services to the City in a timely manner.
- F. The City may, at its sole option, elect to require interviews and presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be

required, as appropriate. This may be prior to or after short list selection. The City reserves the right to select one or more respondents for contract award.

- G. Firms will be scored separately for:
 - 1. Construction Management and Inspection Services.
 - 2. Engineering Design and Consulting.
- H. Awards may be issued to firms for either Construction Management and Inspection Services and/or Engineering Design and Consulting.

XI. COOPERATIVE PROCUREMENT

- A. This Request for Qualifications reflects the Department of Public Works usage only. Any city department that wishes to purchase items will execute its own contract with the awarded firm(s) for its own requirements. By submitting a response, firms agree to extend identical prices and Goods under the same terms and conditions to all city departments.

CONTRACT FORM(S)

I. AGREEMENT FORM

- A. A copy of the Agreement Form is attached. An Agreement will need to be executed upon selection and prior to the start of any work under the contract.

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**BLANKET CONTRACT FOR
ENGINEERING DESIGN, CONSULTING AND CONSTRUCTION PROJECT
MANAGEMENT FOR PUBLIC WORKS PROJECTS**

This Agreement for engineering design, consulting and construction management for Public Works projects is effective as of **[Date]** between **[Firm, Address, City, State, Zip]** (the “Provider”), a Rhode Island corporation **[or a -ENTER STATE- corporation registered to do business in Rhode Island]**, and the City of Providence (“City”) a Rhode Island Municipality (“Owner”).

RECITALS

WHEREAS, in **[month, year]**, the City’s Department of Public Works (“DPW”) went out to solicitation for engineering design, consulting and construction project management for projects undertaken between 4/1/2026 through 12/31/2027, with three (3) one-year options for renewal (effective from 1/1/2028 through 12/31/2028, from 1/1/2029 through 12/31/2029, and from 1/1/2030 through 12/31/2030) based on the availability of funds and the performance of the vendor, all as detailed in a request for qualifications attached as Exhibit A (the “RFQ”); and

WHEREAS, Provider responded to the RFQ by submitting its proposal on **[month, day, year]** to provide such services, attached as Exhibit B (the “Submission”); and

WHEREAS, after review and recommendation by DPW and the City’s Purchasing Department, the Board of Contract and Supply made award to Provider as set forth in the award letter dated **[month, day, year]**, attached as Exhibit C (the “Award”); and

WHEREAS, this Agreement reflects the entire agreement between the parties regarding the subject matter described in the RFQ, the Submission and the Award.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Services. Provider shall provide services described in this Agreement and supplemental task order pursuant to Exhibit D (the “Services”) for engineering design, consulting and construction management. Task orders shall become part of this Agreement.

Section 2. Term. This agreement is effective as of the date of execution for task orders let on or before December 31, 2027 (Expiration Date). The Expiration Date may be extended for three (3) one-year terms by mutual agreement of the parties. Task orders let on or before the Expiration Date may have completion dates that extend beyond the Expiration Date.

Section 3. Terms of Payment. Provider agrees to complete the project for the sum specified in the task order, or a total not to exceed the upper limit. Monthly invoicing will be based upon the completion of specific milestones for each phase of services as agreed to by task order. Payments will be made for each submission/stage of the contract accepted by the City. Payment may be withheld until the Provider resolves any unacceptable work performed at the given submission or stage. Progress reports will be required to be submitted with each invoice and must outline work accomplished, man-hours and costs expended, outstanding questions which require resolution, MBE/WBE utilization and the anticipated project schedule. Payment invoices will be processed only if the required progress reports, MBE/WBE utilization and project schedule are current and correct. To assure prompt payment, invoices must be

received by the 15th of each month or earlier. The final payment request must include the final MBE/WBE utilization. The payment milestones will be determined by supplemental task order.

All labor rates used for a specific Task Order shall be fixed at the applicable rates for the calendar year the Task Order was issued. These rates shall remain fixed for the entire duration of the Task Order regardless of the work extending into subsequent calendar years.

Section 4. Termination. The Provider may terminate this Agreement upon written notice to the City in the event the City materially breaches any provision of this Agreement. The City may terminate this Agreement upon written notice to Provider in the event Provider fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of misconduct in connection with Provider's performance under this Agreement, or materially breaches any provision of this Agreement. The termination of this Agreement shall not have an impact on any party's rights arising prior to such termination.

Section 5. Independent Provider Status. The parties hereby acknowledge that Provider is not, and understand that this Agreement shall not render Provider, an employee, partner, agent of, or joint venturer with the City for any purpose. Provider is and will remain an independent contractor in Provider's relationship to the City. The City shall not be responsible for withholding taxes with respect to the Provider's compensation hereunder. Provider shall have no claim against the City under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, employee benefits, or any other benefits of any kind. Provider has no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other person, including without limitation the City.

Section 6. Insurance. Provider shall carry liability insurance relative to the Services, as follows:

- General Liability Insurance - \$1,000,000.00 per occurrence, with at least \$2,000,000.00 aggregate limit.
- Bodily Injury to any one person - \$300,000.00
- Automobile Liability (Combined Single Limit) - \$1,000,000.00
- Workers Compensation and Employers' Liability Insurance - \$500,000.00
- Professional Liability - \$2,000,000 per claim
- Errors and omissions - \$1,000.000 per claim

Certificates of insurance must be furnished upon request and list the City and Providence Public Building Authority as additionally insured on a primary and non-contributory basis.

Section 7. Liens.

- (a) Provider will not commit or suffer any act or neglect whereby the Project shall at any time during the Term become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, and Provider will defend, indemnify and hold the City harmless from and against all loss, costs and expenses including reasonably attorneys' fees, with respect to same.
- (b) If any mechanic's, laborer's or materialmen's liens shall at any time be filed against the City, Provider, within ten (10) days after notice of the filing, shall cause the same to be discharged of record by payment, bonding or otherwise. If Provider shall fail to cause the same to be discharged, the City may, in addition to any other right or remedy hereunder or otherwise, immediately cause the same to be discharged, either by paying the amount claimed to be due or by bonding or otherwise, and all amounts so paid by the City shall be paid by Provider to the City, on demand.

- (c) Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of the City, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor of the furnishing of any materials or services for or in connection with the Project or any part thereof. Notice is hereby given that absent DPW's consent to the contrary, the City shall not be liable for any labor or materials or services furnished or to be furnished to Provider upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach or affect the fee or other interest of City in the Project.

Section 8. Confidentiality. Provider acknowledges that Provider may have access to and become acquainted with information that is confidential in nature ("Confidential Information"). Provider shall not disclose any Confidential Information, directly or indirectly, or use any Confidential Information either during the term of this Agreement or at any time thereafter except as required in the course of performing this Agreement.

Section 9. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City from and against any and all losses, expenses, or damages of any nature whatsoever (including without limitation, out-of-pocket expenses, attorneys' fees and costs and other related expenses) incurred by reason of Provider's negligence or breach of contract. Provider agrees that no funds received from the City will be used to support litigation against the City.

Section 10. MBE/WBE. The parties acknowledge that the City sets an MBE goal of 10% and a WBE goal of 10%, and the Provider will make good faith efforts to comply with these goals.

Section 11. Force Majeure. Neither party shall be liable for any delay or failure of performance due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including acts of God, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, epidemics, or labor disputes. The obligations and/or rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of excusable delay.

Section 12. Miscellaneous Provisions.

- A. **No Assignments or Delegations.** No party may assign any of its rights or delegate any of its obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, change of control, operation of law, or any other manner. Any purported assignment or delegation in violation of this paragraph is void.
- B. **No Third Party Beneficiaries.** This agreement shall not inure to the benefit of and may not be relied upon by any third party claiming to be a third party beneficiary.
- C. **Choice of Law.** This Agreement shall be interpreted under the laws of the State of Rhode Island. Any litigation under this Agreement shall be resolved in the state courts of the State of Rhode Island and/or the federal court sitting in Rhode Island.
- D. **Rights and Remedies Cumulative.** The enumeration of the parties' rights and remedies set forth in this Agreement is not intended to be exhaustive. The exercise by a party of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy that may now or subsequently exist in law or in equity, by statute or otherwise, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or under any other agreement between the parties.

- E. Public Announcements. So long as this Agreement is in effect, the parties shall use commercially reasonable efforts to consult with each other in issuing any press release or in otherwise making any public statement with respect to this Agreement and the transactions contemplated hereby.
- F. Amendments, Waivers, and Consents. No Amendment or waiver of any provision of this Agreement, nor consent to any departure by any party from, or any addition to, the written terms of this Agreement, is effective unless such amendment, waiver, or consent is in writing, execute by both parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this Agreement.
- G. Entire Agreement. This Agreement, the RFQ, the Submission, and the Award are collectively referred to as the “Contract Documents.” Each of the Contract Documents forms part of and is fully incorporated in this Agreement. Provided, however, that 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.
- H. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be full and accurate description of the contents hereof.
- I. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

THE PARTIES HERETO hereby execute this Agreement to be effective as of the date specified
in the Preamble.

CITY OF PROVIDENCE DEPARTMENT OF
PUBLIC WORKS

By: _____

Name (Printed): _____

Title: _____

Date: _____

[FIRM NAME]

By: _____

Name (Printed): _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____

Name (Printed): _____

Title: _____

Date: _____

- Exhibit A: RFQ
- Exhibit B: Submission
- Exhibit C: Award Letter
- Exhibit D: Task Order(s)