

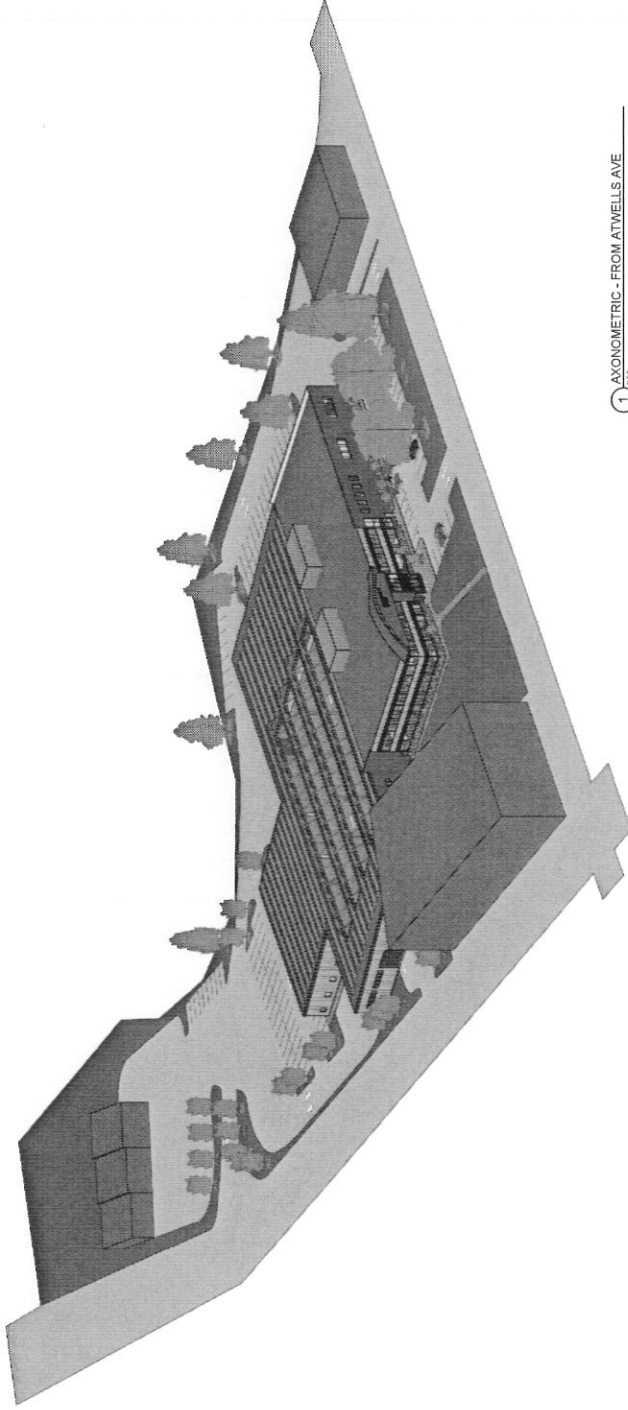
BCWA 1-29-B
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July 2, 2015



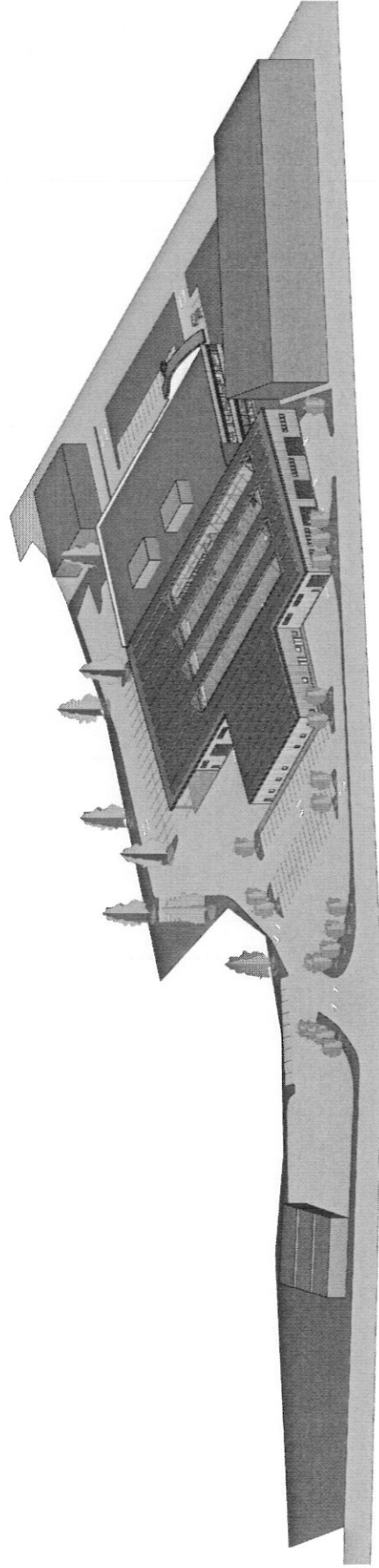
① PERSPECTIVE - FROM ATWELLS AVE



PROVIDENCE WATER OPERATIONS FACILITY



1 AXONOMETRIC - FROM ATWELLS AVE



2 AXONOMETRIC - FROM HARRIS AVE

DIMEO RFP AND AWARD



552 Academy Avenue
Providence, RI 02908

401-521-6300

www.provwater.com

August 15, 2012

The Honorable Mayor Angel Taveras
Chairman, Board of Contract and Supply
City Hall
Providence, Rhode Island 02903

The Hon. Angel Taveras
Mayor

Boyce Spinelli
General Manager

Dear Mayor Angel Taveras:

Please Advertise for CONSTRUCTION MANAGEMENT SERVICES FOR THE
PROVIDENCE WATER SUPPLY BOARD (BLANKET 2012-2015)

BOARD OF DIRECTORS

Brett P. Smiley
Chairman

Joseph D. Cataldi
Vice Chairman

Michael L. Pearis
Ex-Officio

Michael A. Solomon
City Council President

Michael J. Correia
City Councilman

Andy M. Andujar
Member

Joan S. Badway
Member

Carissa R. Richard
Secretary

William E. O'Gara, Esq.
Legal Advisor

At Board Meeting of: August 27, 2012

Enclosed re specifications and suggested vendor lists

Funds are available in Account Code 848-848-53305

Not to Exceed \$3,000,000.00 a year for three years

Bids are to be opened on September 24, 2012

Respectfully Submitted,

Boyce Spinelli
General Manager

Member

Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.
Water Research Foundation

An EPA WaterSense Partner

Only Tap Water Delivers



552 ACADEMY AVENUE
PROVIDENCE, RHODE ISLAND 02908
Telephone: (401) 521-6300
Facsimile: (401) 464-8721

September 2012

REQUEST FOR PROPOSALS

For: Construction Management Services for
Providence Water
Three Year Blanket Contract
(2013 – 2015)

Proposal Due Date/Time: Monday, September 24, 2012
2:15 PM

Delivery Address: Department of the City Clerk
Room 311
City Hall
10 Dorrance Street
Providence, Rhode Island 02903

Project Contacts: Gary Marino
Engineer - Project Manager

Telephone: (401) 521-6300
Gary Marino, Ext. 7232

Facsimile: (401) 632-4592



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

TERMS AND REQUIREMENTS FOR BIDDING

Item Description: Construction Management Services for Providence
Blanket Contract (2013 – 2015)

Date to be opened: Monday, September 24, 2012

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the Department of the City Clerk, Room 311, City Hall. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting. City Council Chambers, third floor City Hall

INSTRUCTIONS

1. Vendors must submit sealed bids in the bid envelope provided (or in an envelope clearly labeled with the above captioned item or work). The bid envelope and information relative to the bid must be addressed to the Board of Contract and Supply, Department of the City Clerk, City Hall, Providence, RI 02903. Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
2. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
4. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected.
5. Bids **SHOULD BE TOTALED**. Do not group items: price each item individually. Awards may be made on the basis of *total* bid or by *individual items*.
6. Each bidder is required to state in his proposal his full name and place of residence; and must state the names of all persons or firms with whom he is submitting a joint bid. All bids **SHOULD BE SIGNED IN INK**.



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

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified bidder whose bid represents the best value and is in the best interests of Providence Water and the City of Providence.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Laws (as amended). Sections 7-1.1-99, 7-1.1-105, 7-1.1-106
4. The Board of Contract and Supply reserves the right to reject any and all bids(s)
5. In determining the lowest qualified bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Department of the City Clerk, City Hall, Providence. Telephone or written requests for the above will not be honored.
8. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the City Purchasing Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance may be required of a successful vendor.
13. Bids may be submitted on an "equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended)
15. No goods should be delivered or work started without written authorization from the Owner or his representative.
16. Please submit **one original and three copies** of your bid to the City Clerk.
17. Vendor must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices and that all its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations.



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

CONSTRUCTION AND SERVICE BID TERMS

1. The Board of Contract and Supply will not consider any bid unless it is accompanied by a CERTIFIED CHECK for N/A per centum (%) of the proposed total price, to be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder; OR
2. The Board of Contract and Supply will not consider any bid not accompanied by a bid bond in the amount of N/A per centum (%) of the proposed total price, to be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and in default thereof, the amount of such check or bid bond shall be retained for the use of the City as liquidated damages on account of such default.
3. A performance and payment bond with a satisfactory surety company will be posted by the successful bidder in a sum equal to \$50,000.00.
Required **Not Required**
4. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Board of Contract and Supply.
5. Awards will be made within ninety (90) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
6. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
7. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
8. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1, et seq. (R.I.G.L.). If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit, which shall accompany the signed contract.
9. The successful bidder shall prior to commencing performance under the contract attach and submit a certificate of insurance, in a form and in the amount satisfactory to the City by which the successful bidder will indemnify and hold harmless the City during the term of the contract from and against all loss or damages arising from the performance under the contract including all claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or those claimed under them.

Special Note

This contract is subject to certain Rules and Regulations, especially those pertaining to Prevailing Wage Rates, bonds, labor and payment, and minority business.

Therefore, it is the responsibility of each successful Bidder to thoroughly research and make themselves fully aware of all Federal, State, and Local Laws and Ordinances. It is the responsibility of each Bidder, contractors, and all sub-contractors to ensure that they fully comply with all said laws and ordinances.

These specifications contain a partial list of laws and the RI Prevailing Wage Rates, along with some websites that may assist you in obtaining some potential pertinent information, such as:

- RIGL 37-12 through 37-14 which reference Contractors' Bonds, Labor and Payment, Prevailing Wages and Minority Business.
 - www.dlt.ri.gov/pw/ → current wage determinations
 - laws, rules and regulations
- www.providenceri.com/city-clerk → Code of Ordinances
- www.mbe.ri.gov → Directory Search

NOTE: This information can change without notice and therefore it is important to obtain the most recent information from available websites.

The successful Bidder must submit to the Providence Water Supply Board's project managers a complete list of all subcontractors, the proper Certificate of Insurance, and Bonds if applicable for any part or all the work to be performed, immediately after the award of the contract and prior to the start of any work.

Before final payment and/or retainage is to be released, the successful Bidder must submit a notarized confirmation by a responsible officer of the company confirming that all contractors and subcontractors working on this project have fully complied with all FEDERAL AND STATE LABOR LAWS including but not limited to payment of prevailing wages, and posting said wages on site.

ATTACHED ARE COPIES OF R.I.G.L. §37-13-1 THROUGH 37-13-13, WHICH IS A PARTIAL LIST OF STATE LABOR LAWS CONCERNING PAYMENT OF PREVAILING WAGES. A COMPLETE COPY OF THE LAW CAN BE OBTAINED AT THE STATE DEPARTMENT OF LABOR. SAID ATTACHMENT OF THESE SECTIONS DOES NOT LIMIT A RESPONSIBILITY UNDER R.I.G.L. §37-13-1, ET SEQ.

§ 37-13-1 "Public works" defined. – "Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building, or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

§ 37-13-2 "Contractor" defined – Information required. – The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skills, ability, and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to qualifications shall be submitted in such form to the awarding authority and the director of labor and training as the director of labor and training shall require. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to do so.

§ 37-13-3 Contractors subject to provisions – Weekly payment of employees. – All contractors, who have been awarded contracts for public works by an awarding agency or authority of the state or of any city, town, committee, or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000), whether payable at the time of the signing of the contract or at a later date, and their subcontractors, on those public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in §§ 37-13-4 – 37-13-14 and § 37-13-16.

§ 37-13-4 Provisions applicable to public works contracts – Lists of subcontractors. – All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of §§ 37-13-1 – 37-13-14 and § 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his or her subcontractors of any part or all of the work. The list shall be submitted in

such manner or form as the proper authority shall uniformly require from contractors in all public works.

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

§ 37-13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract. – Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

— (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance,

for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

§ 37-13-8 Investigation and determination of prevailing wages – Filing of schedule. – The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a.

§ 37-13-9 Statutory provisions included in contracts. – A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).

§ 37-13-10 Overtime compensation. – Labor performed under the provisions of §§ 37-13-1 – 37-13-16, during the period of forty (40) hours in any one week and during the period of eight (8) hours in any one day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one week greater than the number of forty (40) hours or in any one day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the director of labor and training has determined in the investigation provided for in §§ 37-13-7 and 37-13-8 that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of worker needed to execute the work other than hours worked in any one week greater than the number of forty (40) or in hours worked in any one day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for the work and the prevailing rate of overtime wages shall be paid for such work in excess of that legal workday or week, as the case may be.

§ 37-13-11 Posting of prevailing wage rates. – Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6

and 37-13-7. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

§ 37-13-12 Wage records of contractors. – Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in §§ 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

§ 37-13-12.1 Obstruction of enforcement. – Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

§ 37-13-12.2 Subpoena powers. – The director and his or her authorized representatives shall have power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

§ 37-13-12.3 Compelling obedience to subpoenas. – In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which he or she may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

§ 37-13-12.4 **Penalty for violations.** – Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

§ 37-13-13 **Furnishing payroll record to director of labor and training.** – Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on public works, shall furnish a certified copy of his or her payroll record of his or her employees employed upon the public works to the director of labor and training on a weekly basis for the preceding week. The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$100) for each calendar day of noncompliance as determined by the director of labor and training. Any of those revenues shall be deposited as general revenues.

NOTE: THE SUCCESSFUL CONTRACTOR MUST SUBMIT TO THE PROVIDENCE WATER SUPPLY BOARD PROJECT MANAGER A COMPLETE LIST OF ALL SUBCONTRACTORS OF ANY PART OR ALL OF THE WORK TO BE PERFORMED IMMEDIATELY AFTER THE AWARD OF THE CONTRACT AND PRIOR TO THE START OF ANY WORK. ALL SUBCONTRACTORS MUST COMPLY FULLY WITH ALL STATE LABOR LAWS.

NOTE: BEFORE FINAL PAYMENT AND/OR RETAINAGE IS TO BE RELEASED, THE SUCCESSFUL VENDOR MUST SUBMIT A NOTARIZED CONFIRMATION BY A RESPONSIBLE OFFICER OF THE COMPANY CONFIRMING THAT ALL CONTRACTORS AND SUBCONTRACTORS WORKING ON THIS PROJECT HAVE FULLY COMPLIED WITH ALL STATE LABOR LAWS INCLUDING BUT NOT LIMITED TO PAYMENT OF PREVAILING WAGES, AND POSTING SAID WAGES ON SITE.



552 ACADEMY AVENUE
PROVIDENCE, RHODE ISLAND 02908
Telephone: (401) 521-6300
Facsimile: (401) 464-8721

September 2012

INVITATION TO PROPOSE

Providence Water (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from qualified firms for Construction Management Services for Providence Water.

Proposals will be accepted by the Board of Contract and Supply at the Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island 02903 until 2:15 PM, on the 7th day of May, 2012. At 2:15 PM, they will be publicly opened and read aloud at the Board of Contract and Supply meeting held in City Hall Chambers, Third Floor, City Hall, Providence, Rhode Island 02903.

The Request for Proposals will be made available to prospective proposers at the City of Providence Purchasing Department, Room 305, City Hall, Providence, Rhode Island 02903 on or after August 30, 2012. Only one set of documents will be distributed to each prospective proposer.

Prospective proposers can examine the Request for Proposals at Providence Water, 430 Scituate Avenue, Cranston, Rhode Island 02920 on or after April 12, 2012.

To schedule an appointment to discuss the project or for any and all questions pertaining to the Request for Proposals must be submitted to Mr. Gary Marino, Engineer - Project Manager, telephone number (401) 521-6300, Ext. 7232.

No proposal may be withdrawn for a period of ninety (90) calendar days subsequent to the opening of proposals.

PW reserves the right to waive any informality in or to reject any or all proposals as deemed to be in its best interests.

PART I – Project and Proposal Requirements

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PART I – Project and Proposal Requirements

1.01 Introduction

- A. Providence Water is the main supplier of water for approximately 600,000 people in the State of Rhode Island through its Philip J. Holton Water Purification Plant located in Scituate, RI. In addition to wholesaling water to nine water utilities in the greater Providence area, PW directly serves customers in four communities. In these four communities, PW has a large number of assets including five distribution reservoirs, eleven pump stations, 900 miles of water mains, 5700 hydrants, and approximately 74,000 meters, and service connections through which it provides water for domestic and industrial use and fire protection to its customers.
- B. Providence Water is engaged in an ongoing Infrastructure Replacement and Capital Improvement Program to update and improve its water treatment, supply, storage, pumping facilities, pipelines and administration facilities. To provide assistance for the successful execution of this program, Providence Water is soliciting proposals from qualified firms for Construction Management services on an as-needed basis. The goals of this RFP is to provide Providence Water with an immediate “rapid response” approach to implement, schedule and fast tract projects by having a readily available firm specializing in Pre-Construction Services, General Contracting, Construction Consulting, Design-Build, Program Management, and Construction Management At Risk.
- C. Providence Water is seeking the services of an experienced Construction Management Team to assist with capital and infrastructure replacement and/or repairs by providing comprehensive construction management and related services including but not necessarily limited to those services identified herein. Services will generally encompass planning, construction, commissioning and occupancy, including maintenance and preventive maintenance management and system implementation.
- D. The Construction Manager will be the single party responsible for the overall planning, and execution of the projects assigned on the behalf of Providence Water. The initial term of the Construction Manager will be for four years. In addition, Providence Water may, at their sole discretion and pending the results of annual performance reviews of the Construction Manager, elect to extend the Construction Managers services annually thereafter or, alternatively, negotiate multi-year extensions.
- E. In the performance of its services, the Construction Manager shall work for the benefit of Providence Water. As necessary, the Construction Manager will seek the services of consultants including architects, engineers, technical consultants, general contractors, trade contractors, and other consultants or service providers as needed. In a case-by-case basis, Providence Water reserves the right to have the Construction Manager contract with these consultants as subcontractors.

PART I – Project and Proposal Requirements

1.02 General Information

- A. Proposals are hereby solicited by the Providence Water Supply Board, acting through the City of Providence Board of Contract and Supply, to provide management services, both non-construction and construction related services necessary to fulfill the intent of this Scope of Services and as Providence Water may deem necessary to support their requirements. Construction Management services to the Providence Water Supply Board, specifically related Refer to **Paragraph 1.03** for a detailed description of the services to be performed.

Providence Water reserves the right to request the Construction Manager to provide any additional services deemed necessary in order for Providence Water to achieve their objectives.

- B. In addition to the work described herein, Providence Water may elect to utilize this Contract to provide additional engineering and/or construction services for other projects. Any additional engineering services shall be negotiated with Providence Water and shall be based on the fixed hourly rates and fees quoted in the Contract.
- C. In case of joint ventures or partnerships of firms, the "Prime" Proposer must meet the criteria established in the QUALIFICATIONS OF PROPOSERS and this Section.
- D. Registration to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. (Applies to out-of-state corporations.)
- E. The chosen firm(s) will be under contract to the City of Providence, Providence Water.
- F. The Providence Water Supply Board through the Board of Contract and Supply reserves the right to make an award or to reject any and all offers based upon what it considers to be in its best interest.

1.03 Scope of Services

The following intended work is envisioned to occur during the Contract period.

- A. Providence Water is engaged in an ongoing Infrastructure Replacement and Capital Improvement Program to update and improve its water treatment, supply, storage, pumping facilities, pipelines and administration facilities. To provide assistance for the successful execution of this program, Providence Water is soliciting proposals from qualified firms for Construction Management services on an as-needed basis. The goals of this RFP is to provide Providence Water with an immediate “rapid response” approach to implement, schedule, and fast

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track projects to have readily available a firm specializing in Preconstruction Services, General Contracting, Construction Consulting, Design-Build, and Construction Management/ At Risk.

- B. It is the intent of Providence Water to utilize the Construction Management Services to provide technical, assistance and advisory services to Providence Water's staff; to develop construction documents and other preliminary project information; to provide design/ build services and construction management services; and to function as an augment to Providence Water's staff.

The services to be provided to Providence Water shall be performed under the following positions: The Proposer shall, at a minimum, provide rates for the requested positions:

Program Manager - Senior Level engineer with a minimum of fifteen (15) years of demonstrated experience with the utility/ construction industry. The Program Manager (PM) must have directly managed large-scale multi-year projects. The PM shall be in responsible charge of project (s) requiring multiple engineer and administrative staff. Please note that only one (1) individual may be invoiced as a Program Manager for each project assignment. The Program Manager(s) will also be directly responsible for compliance with the RFP requirements.

Engineer – Intermediate level engineer with a minimum of five years (5) years of demonstrated experience with water distribution design and/ or construction. Engineers shall provide support to the Program Manager for a specific assignment or project.

Resident Engineer - Engineer with construction/ utility experience performing both office and field work during the construction phase of a project for the purpose of overview of the contractor's work to assure contract compliance and/or to coordinate construction and engineering needs oversees inspector's work.

Inspector - Skilled and trained individual with construction/ utility industry experience performing field work during the construction phase of a project for the purpose of monitoring the contractors' work for

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contract compliance, establish field records and coordinate construction/ engineering needs. Reports to the Resident Engineer.

Project Architect – State licensed individual that will provide technical and architectural expertise to a diverse group of projects. The Project Architect will oversee and help organize many of the different stages of the design process and construction process of a project.

Project Superintendent - Individual that will serve as the primary field contact during all construction related activities, supervising all construction related activities. Project superintendent shall be a senior level engineer or shall have a least ten (10) years prior experience as superintendent for related construction projects. Please note that only one (1) individual may be invoiced as a Project Superintendent for each project or assignment.

Safety Manager – Individual that oversees and directs all policies with regards to an employer's safety program. The Safety Manager develops and administers programs that educate employees and ensures compliance with, all regulation issues by Occupational Safety and Health Administration (OSHA) and other government agencies.

LEED Accredited Professionals - Individuals who have been certified through the Green Building Certification Institute (GBCI) and who have demonstrated a thorough knowledge of the Applicable LEED Rating System and how these principles are incorporated into the design process.

Site/ Civil Estimator – Individual with a minimum of five (5) years or related experience in estimating site work for civil construction projects. Experience with hard bid estimating as well as design/ build and conceptual estimating.

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Mechanical and

Electrical Estimators- Required five (5) years of mechanical and electrical estimating to perform comprehensive mechanical and electrical estimates for all major projects. Working knowledge of RI commercial building codes.

Scheduler - Skilled person that formulates, implements, coordinates and maintain baseline project schedules.

CMMS Consultant - Skilled person that provides integration with existing PW asset management system.

CADD Drafter - Trained and skilled person preparing detailed drawings and sketches utilizing computer aided design and drafting equipment.

Clerical/ Typist – Person performing typing or clerical functions supporting project engineering work.

In addition to the minimum positions listed above, Proposers shall provide with their proposal, a supplemental list of all poison they deem to require to effectively complete the work described herein.

- C. The successful Proposer(s) will be required to provide Providence Water's Project Administrator, Mr. Gary Marino, with estimates, at no charge, for their total anticipated fees for full projects prior to assignment of the projects. Fees should include all anticipated hours for each listed position, all subcontractor costs (if applicable), and all anticipated direct costs. **There shall be no assumed contingencies included with the anticipated fees.** All anticipated hours for each listed position should be broken down to include the name and current position within the Successful Proposer's firm along with the position for which they will be providing services for. Invoicing for such projects shall not exceed the estimated fees provided by more than ten (10) percent. Work required that exceeds this limit shall be performed at the expense of the Proposer, and at no additional expense to Providence Water, unless it can be shown that the scope of work was changed from that originally assigned; if the Proposer believes that the assigned scope has changed it shall immediately notify Providence Water in writing prior to performing any additional work. No additional compensation will be made by Providence Water for changes in scope unless advance written acceptance of the change in scope has been received from Providence Water by the Proposer. Hourly rates used for invoicing these projects will be those quoted by the Proposer on the "Bidder's Blank Attachment", and no adjustment for changes in rates will be allowed should the project run into the next fiscal year of the consultant.

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- D. By submission of a proposal, it is understood that the Proposer agrees that any outside services that it might need to secure for the performance of any assigned work beyond the requirements of this RFP, such as boring contractors, laboratory and testing services, surveying, etc., will be provided by the successful Proposer and invoiced at their actual cost to the Proposer, and costs for such services must be included in the cost estimates provided for assigned project fee estimates.
- E. Providence Water reserves the right to terminate this contract at any time for any reason by providing 30 days advanced written notice.

NOTE: The term of this proposal and contract to successful Proposers shall be from the time of award and contract execution to December 31, 2016 and all proposals shall consider that time frame. Rates and costs quoted shall be firm for the entire period of the contract and no adjustments of any kind will be allowed; proposals providing for any such adjustments will be considered non-responsive and rejected.

- F. Procurement

The Construction Manager shall:

1. Preparation for bidding:
 - a. Coordinate the preparation and delivery of the final design documents.
 - b. Develop bid packages for trade contractors, vendors, material suppliers as necessary.
2. Coordinate with Providence Water and schedule pre-bid meetings.
 - a. Arrange for Providence Water review of bid documents to verify conformance with applicable requirements.
 - b. Arrange for Providence Water participation in the pre-bid conferences to verify compliance with requirements.
3. Coordinate and manage work of each architectural or other consulting firm in connection with:
 - a. Preparation of meeting minutes of the pre-bid conference.
 - b. Preparation and issuance of addenda.
 - c. Issuance of meeting minutes and clarifications.
4. Review and approve addenda for pre-bid meeting.
5. Coordinate with the Providence Water the public advertising of all bid packages.

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6. Review proposals and bids received, make recommendations to award to Providence Water for their approval.

G. Construction and Occupancy

The duties of the Construction Manager are to manage, coordinate, expedite the activities of the trade contractors, and to represent the Providence Water interest in the construction process, including the following activities.

1. Manage budget and schedule for all projects:
 - a. Review, approve and track master schedule for all projects.
 - b. Review, approve and track project budget vs. actual for all projects.
 - c. Review, approve and monitor contractor payment requests
 - d. Update project schedule to reflect events and conditions at the jobsite.
 - e. Track expenditures relative to the project budget, including evaluation of reimbursement of eligible and ineligible costs. Prepare proposals to redeploy funds in response to changes.
2. Monitor contract compliance for all projects:
 - a. Coordinate all MBE/MBE and EEO Requirements for the project.
3. Direct work of each Architectural / Engineering firm, and monitor progress of the following items:
 - a. Approval of shop drawings.
 - b. Issuance of change orders,
 - c. Site observations.
 - d. RFI's
 - e. Structural inspections.
 - f. Building commissioning plan.
 - g. Contractor payments.
 - h. Energy efficient design
4. Manage trade contractor activities as follows:
 - a. Schedule and attend regular job meetings.
 - b. Coordinate third party vendor testing.
 - c. Coordinate work of contractors to complete project within required budget, time and cost.
 - d. Monitor and evaluate the progress of the work relative to schedule.

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- e. Inspect work of contractor for quality control and contract performance
 - f. Reject work which does not conform to quality and contract requirements.
 - g. Implement claims resolution procedures.
5. Submit for review and approval all contractors' applications for payments; monitor payments monthly.
 6. Implement process for administration of shop drawing file and review log.
 7. Manage the Change Order process:
 - a. Review change orders, and prepare amendments to contract for approval process.
 - b. Prepare regular and timely submittals to Providence Water for review and approval and consistent with maintaining progress payments for project reimbursement.
 - c. Submit regular project reports for critical issues including Providence Water compliance, design issues, schedule progress; cash flow forecast, and budget vs. actual reporting.
 8. Assist in review and approval process.
 9. Assist in obtaining all local approvals, building and special permits.
 10. Provide the following services at construction start-up:
 - a. Coordinate activities to obtain building permit demolition, and special permits.
 - b. Coordinate selection and secure contract with testing labs.
 - c. Establish procedures for processing of shop drawings, RFI's, change orders, contractor applications for payment, and etc._ Establish clear lines of communication for all construction administration issues.
 - d. Coordinate set-up of project offices.
 - e. Coordinate the construction schedule with the overall master schedule; review contractor's schedule.
 - f. Develop and manage Safety Program
 - g. Conduct regularly scheduled (e.g. weekly) meetings with subcontractors.
 - h. Review Contractor phasing plan and sequence of work. Review plans for site and building utilization during construction.
 - i. Review Commissioning and Project Turn Over process.
 11. Prepare for Project commissioning and turn over:

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- a. Coordinate the preparation of bid specifications and purchasing of furnishings and equipment; coordinate work of interior design consultant.
- b. Coordinate initial commissioning plan and schedule.
- c. Prepare for move-in; Coordinate deliveries and installation.
- d. Develop electronic Turn Over package standards for trade contractor and commissioning engineers use.

H. Commissioning and Closeout The Construction Manager shall:

1. Financial:
 - a. Authorize final payment to subcontractor, including release of retainage.
2. Project completion, occupancy, turnover and closeout activities:
 - a. Review Subcontractors and Architect's certification that the project is complete, and that all punch list items have been addressed.
 - b. Conduct final inspection.
 - c. Obtain final release waivers.
 - d. Oversee subcontractors timely close out.
 - e. Obtain all necessary certificates of occupancy.
 - f. Coordinate third party building commissioning activities.
 - g. Oversee Contractor compliance with building startup and turnover procedures including adequate systems start-up testing.
 - h. Oversee Contractor compliance with start-up training programs for administrative, professional and maintenance/custodial staff for building systems and equipment.
 - i. Work with Providence Water staff to assist in developing a recommended spare parts inventory.
 - j. Coordinate with Providence Water staff to ensure Contractor compliance with final cleaning and start-up service.
 - k. Conduct project performance evaluation meeting and obtain Contractor "score card" rating of the performance of all significant subcontractors.
 - l. Assist with claims resolution.
 - m. Coordinate with Contractor and vendors to insure that all furniture and equipment has been delivered and installed.
 - n. Coordinate with vendors and consultants to insure installation of owner provided furnishings and equipment.
 - o. Arrange for move-in and occupancy.
3. Manage each architectural firm in connection with:

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- a. Preparation of the punch list.
 - b. Final inspection.
 - c. Approval of retainage dispersal.
4. Receive and catalog documents for project closeout:
 - a. Receive as-built drawings from the architect.
 - b. Collect equipment manuals and warranties.
 - c. Receive O&M manuals and warranty information.
 5. Provide an electronic turnover package in suitable database for import to PSD computerized maintenance management system. Include data on all maintainable assets including but not limited to MEP equipment and systems, automatic doors, and roofs. Data shall include warranty, service vendor, preventive maintenance and spare parts.
 6. Develop and oversee updates to all Program Standards including Project Closeout. Review requirements with all project participants and monitor compliance.

I. Post Construction Services

The Construction Manager shall:

1. Assist Providence Water with the following:
 - a. Settlement of all post-construction claims.
 - b. Litigation preparation if applicable with legal counsel.
 - c. Warranty and guarantee claims.
 - d. Corrections to problems uncovered during commissioning and startup and turnover process.
 - e. Maintenance contracts.
 - f. Periodic post-construction warranty punch list.
 - g. Post-construction evaluation and reports including all requirements.
 - h. Oversee Re-Commissioning. Process if necessary.

1.04 Proposal Submission Requirements

A. Instructions for Completion

1. Providence Water requires the Proposer to submit one original and four copies of its Proposal clearly addressing all of the requirements outlined herein and for any additional services the Proposer deems necessary or required to deliver the project to Providence Water in a complete, timely and quality fashion.

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2. Proposers to this RFP shall follow the proposal format as outlined below. Failure to adhere to the prescribed proposal format will result in finding the Proposal non-responsive. Failure to respond to all requirements will result in rejection. Exceptions to any part of this RFP should be fully noted and explained in the Proposer's letter.
3. Proposals shall be received at the following location:

City of Providence
Board of Contract & Supply
Department of the City Clerk
City Hall, Room 311
Providence, Rhode Island 02903
4. Proposals must be delivered by the date and time previously indicated in this RFP.
5. Proposals are to be placed in sealed envelopes or other sealed enclosures and identified with the Proposer's company name, project name, submission material title/heading, and Owner's time/date requirements.
6. The original proposal documents and four (4) copies shall be submitted to the Department of the City Clerk at the address listed above.
7. All questions concerning proposal submissions shall be directed to Mr. Gary Marino at (401) 521-6300 ext. 7232.

B. Proposal Format

1. Cover Letter:
 - a. A cover letter providing a brief history of the firm, organization, and appropriate registration numbers is required. The letter shall indicate the principal or officer of the firm who will be Providence Water's primary point of contact for administering the Contract and coordinating potential work with Providence Water's Project Administrator. The individual must have authority to negotiate all aspects of the scope of services and provisions on behalf of the firm. The cover letter transmitting the proposal must be signed by an officer authorized to bind the respondent to the terms and conditions of this RFP.
2. Proposers Qualifications / Experience of Firm:
 - a. To demonstrate qualifications to perform the work, each Proposer must submit with their Proposal, written evidence , such as

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financial data, previous experience, present commitments and other such data as many be called for below. Each Proposal must contain evidence of Proposer's qualification to do business in the State of Rhode Island or covenant to obtain such qualification prior to award of the contract.

- b. Provide a detailed statement of the firm's qualifications including a listing of projects completed in the last seven (7) years, relative to providing Design Phase Services and On-Site Construction Management with the proposed team members. Provide a brief description of responsibilities and summary resumes of key professional personnel, emphasizing experience directly relating to responsibilities on this project as well as any specialty certification or licenses which demonstrate special qualifications related to this project.
 - c. Background Criminal Investigation Check (BCI): Providence Water reserves the right to request the successful Proposer, at their own expense, to have their employees screened and cleared by a background criminal investigation prior to working on any of the facilities owned and operated by Providence Water.
 - d. Providence Water reserves the right to ask firms to attend a meeting with Providence Water representatives, prior to award, to help in determining Proposer's qualifications.
 - e. Only Proposer's meeting all qualifications will be considered.
3. Fee Proposal
- a. The Proposer must provide its prices on and in the format of the enclosed Bidder's Blank and Bidder's Blank Attachment sheet and include the Bidder's Blank and Bidder's Blank Attachment with its proposal submission.
 - b. Fixed hourly rates for professional and support level positions shall be listed on the Bidder's Blank Attachment. Each hourly rate shall be provided as a fixed singular figure; ranges will not be accepted. The positions listed shall cover all disciplines required. Verification that the Proposer and personnel are qualified and can provide all disciplines required for the category/categories being proposed shall be provided.
 - c. Hourly rates for the listed positions shall be inclusive for any title deviations of the Proposer and shall be invoiced based on the actual work performed on the project in accordance with the listed positions defined previously; payment will be made only for the titles and proposed rates provided on the Bidder's Blank Attachment. The successful Proposer, when requested by Providence Water, shall provide its staff allocation/assignments for a given assignment to Providence Water for approval prior to commencing work; Providence Water shall have the right to

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approve or reject such assignments as deemed in its best interests. The rates shall also cover any and all overhead and incidental costs and labor.

- d. A detailed schedule of fees for direct costs such as copying, printing, photographs, etc. shall be provided; however, there will be no reimbursement allowed for travel mileage or meals of any kind, therefore such costs should not be included in this schedule of fees and their inclusion will not be accepted. Successful Proposer(s) will be required to provide all documentation requested by Providence Water to invoice direct costs. Only costs specifically noted in the Proposer's schedule of fees will be reimbursed unless prior written approval is received from Providence Water. Direct costs performed by vendors for the successful Proposer will be reimbursed at the actual cost invoiced to the successful Proposer; no markup will be allowed on such services.

1.05 Invoicing

- A. All payment requests shall be submitted to the attention of Gary P. Marino, Engineer - Project Manager, Providence Water, 552 Academy Avenue, Providence, RI 02908.
- B. Payment for all billable Engineering Services and Construction Services shall be based off the hourly rates provided on the Bidder's Blank sheet. Each payment shall have the details of work broken down with the amount of units billed for each item of work. The personnel utilized for each position shall also be included with each payment request.
 1. The hourly rates provided on the Bidder's Blank sheet shall include all expenses. No additional payment will be made for travel, meals, mileage, personal vehicles, cell phones, etc.
 2. Total invoicing for each individual assignment shall be based on actual time expended and contractual fixed hourly rate(s).
 3. Fixed hourly rate(s) used for invoicing these assignments will be those quoted by the Consultant in its proposal.
- C. Copies of all invoices for outside services utilized during the billing period must be included with each payment request as necessary.
- D. Copies of receipts of all billable direct costs (as provided in the Successful Proposer's schedule of fees) must be included with each payment request.

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- E. The Successful Proposer shall provide any other documentation required by Providence Water to process the payment request.
- F. **The term of this Proposal shall be from the date of Contract execution through December 31, 2016. All proposals shall consider that time frame. Rates quoted shall be firm for the entire period of the contract.**

1.06 Proposal Evaluation Criteria

- A. In evaluating Proposals, Providence Water will consider the qualifications and relevant experience of Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Submission Requirements or prior to the Notice of Award.
- B. Providence Water may conduct such investigations as Providence Water deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Engineers, Subcontractors, Suppliers and other individuals and entities to perform and furnish the Work in accordance with the Contract Documents.
- C. Providence Water reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proposer if Providence Water believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or not suitably experienced in all aspects of the required scope of work, or of doubtful financial ability, or fails to meet any other pertinent standard, or criteria established by Providence Water. Providence Water also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Proposer.
- D. Evaluation Criteria
 - 1. The following will all be factors in the determination of a qualified and successful Proposer:
 - a. Prior significant experience of each proposing firm and of their current technical personnel.
 - b. Understanding of the project and work, proposed scope of services and the soundness and thoroughness of the project management plan presented for the necessary services and delivering of the project.
 - c. Cost relative to the value received from proposed services.
 - d. Quality and completeness of the proposed services and proposal submission.

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

<u>Evaluation Criteria</u>	<u>Distribution</u>
1. Staff/Firm's Significant Relevant Experience and Performance	25%
2. Experience & Qualifications of Key Personnel	25%
3. Total Proposal Cost Versus Value	30%
4. Quality and Completeness of Proposal	20%

Providence Water retains the exclusive right to determine the qualifications and capabilities of any firm in providing needed services to Providence Water and to award in consideration of the best interest of Providence Water and the City of Providence. Additionally, the Proposer shall provide proposed rates for their listed personnel positions.

E. Proposal Evaluation

1. Past Experience and Performance
 - a. This factor considers the number and complexity of comparable projects associated with the Proposer's key personnel. It also addresses previous client assessments of Proposer's performance and team experience working together. In addition, adherence to schedule will be considered.
 - b. Previous Client Assessment of Proposer's Performance and adherence to Schedule.
2. Understanding of the Work - Proposed Services
 - a. Proposer must clearly demonstrate an understanding of the goals and objectives of the project.
 - b. Proposer must include a detailed approach to the project that includes task sequencing and an estimated schedule that clearly describes the tasks that need to be completed to meet the project objectives.
 - c. Proposer must include a Detailed Work Plan identifying all the work items, tasks, and personnel required for the successful management and implementation of the projects.
 - d. Proposer must identify any unknown or variable issues that may impact the overall cost of the project once the project is underway. In these cases, the proposer must clearly describe any assumptions that have been made with regards to the issue. (i.e. data validity, or assistance by owner)

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- e. Proposer must clearly identify areas and tasks that will require a significant effort by the owner to complete. This should include an explanation of the reasons why the involvement of the owner is either important or required.
- 3. Total Proposal Cost versus Value
 - a. Proposal Cost will be evaluated based on the hourly rates submitted for Section 1.03.
 - b. Value will be evaluated based on the description of the proposer's understanding of the project, approach and methodology, and the Proposer's past relevant experience with the work requirements identified in the proposal. Assumptions will not be made regarding items that have been omitted by the proposer but intended to be included under the proposal.
 - 4. Quality and Completeness of Proposal
 - a. The proposal document will be evaluated for
 - 1) Organization
 - 2) Adherence to proposal format
 - 3) Inclusion of all forms and information requested
 - 4) Description of Project Team and Team Member Roles
 - 5) Quality and neatness, including proper grammar, spelling, etc.

1.07 Closing Comments / Contacts

- A. All questions about the meaning or intent of the Proposal Documents are to be directed to the Providence Water personnel listed on the RFP Cover Page. Interpretations or clarifications considered necessary by Providence Water in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Providence Water as having received the Proposal Documents. Questions received less than seven days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Proposal Documents as deemed advisable by Providence Water.

END OF SECTION

PART II – General and Contract Requirements

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PART II – General and Contract Requirements

2.01 Definitions

A. For the purposes of this Part II, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. **Change Order** – a written directive, issued to the Engineer by the Owner after the execution of the contract agreement, authorizing an addition, deletion, or revision in the Work and an appropriate adjustment in the contract price and/or schedule.
2. **Contract Agreement** - document prepared by the Owner to be executed by the Owner and the Engineer to enter into an understanding to perform the Work. Attachments include the Request for Proposals, proposal prices, Terms & Conditions, and any required insurance certificates and bonds. In the event that a formal Contract Agreement is not initiated by the Owner, the Purchase Order(s) and remaining Contract Documents will form the terms and understanding for performing the Work.
3. **Contract Documents** – all pertinent documents establishing the rights and obligations of the parties executing the Contract Agreement, including, but not necessarily limited to, this Request for Proposals, the executed Contract Agreement (and any amendments), the Engineer's proposal (as modified by the Owner and agreed to by the Engineer), certificates of insurance, bonds, Notice to Proceed, Purchase Order(s), and Change Orders. Note that in the case of unresolved conflicts between the Request for Proposals and the Engineer's proposal, the resolution of the two providing the most favorable result to the Owner and the Work shall govern.
4. **Engineer** – the individual or entity with whom the Owner enters into an agreement to perform the Work.
5. **Milestone** – a specific or principal event specified in a schedule or in the Contract Agreement relating to an intermediate completion date or time prior to completion of all work.
6. **Notice to Proceed** – a written notice to the Engineer from the Owner initiating the start of the work and fixing the date from which the work of the Engineer will commence.
7. **Owner** – Providence Water, as administrator of the contract in conjunction with the City of Providence and its Board of Contract and Supply.
8. **Purchase Order** – document provided to the Engineer by the Owner authorizing funds for payment to the Engineer for the performance of the

Work. If the value stated in the Purchase Order is less than the total value stated in the Contract Agreement, the Engineer shall not perform work for which compensation would exceed the Purchase Order value without notifying the Owner to request further written authorization from the Owner for compensation. If Purchase Order values exceed the value stated in the Contract Agreement, the Engineer's compensation shall not exceed the value stated in the Contract Agreement unless written authorizations for such amounts, such as change orders, have been provided to the Engineer by the Owner.

9. **Request for Proposals** – the entire document prepared by the Owner for solicitation of offers from parties interested in providing services for the performance of the Work defined therein.
10. **Schedule** – the agreed upon sequencing and time allotment for the performance and completion of the Work.
11. **Work** – project or assignment required to be produced by the Request for Proposal and the contracted services to accomplish such.

2.02 Services

- A. The Engineer shall provide all necessary labor, materials, equipment, incidentals, administration, management and services necessary to perform professional consulting services, including, but not limited to, engineering, design and construction services, as set forth in Part I of this Request for Proposals.
- B. Upon execution of a Contract Agreement and issuance of a Notice to Proceed by the Owner, the Engineer shall immediately commence work and provide sufficient staffing to meet the schedule established by the Contract Documents for the completion of the Work. By entering into an agreement to perform the requested services, it shall be understood that the Engineer shall continuously pursue the progress of the work in such a manner as to meet all milestones set forth in the agreed upon schedule.

2.03 Performance

- A. The Engineer shall perform all services required to complete the scope of work with the standard of care, skill and due diligence ordinarily provided by members of the profession practicing under similar circumstances and providing similar services.
- B. The Engineer shall be responsible for the accuracy of all documents and information resulting from its services and the Owner shall not be responsible for discovering any deficiencies in the Engineer's work.

- C. The Engineer shall correct all deficiencies in its work at its own expense without additional compensation, except for those attributable to deficiencies in Owner furnished information.
- D. The Engineer shall comply with all laws, ordinances, regulations and codes applicable to the services provided. Further, the Engineer shall comply with all applicable industry and Owner imposed standards.
- E. As assigned by this Request for Proposals, the Engineer shall be fully responsible to carry out the duties and functions assigned by the general conditions for any construction contracts prepared as part of its scope of services. The general conditions used shall be the "Standard General Conditions of the Construction Contract" prepared by the Engineers Joint Contract Documents Committee, as modified by the Owner's Supplementary Conditions, unless the Owner and Engineer mutually agree to use other general conditions.

2.04 Conflict of Interest

- A. Engineer shall promptly inform the Owner of any contract, agreement or arrangement that Engineer may have or enter into during the performance of the required services for the Owner that may conflict with the Owner's interests. This requirement includes contracts, agreements or arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed by the Engineer for the Owner. Engineer shall take all necessary measures in the performance of the required services for the Owner to prevent actual or appearances of conflicts of interest.
- B. Engineer shall promptly inform the Owner of any pre-existing or gained financial interest it may have in any property that is a part of or is affected by the proposed Work.
- C. The Engineer shall not engage the services of any present or former employee of the Owner for the Work who was involved in the selection or approval process for the project.
- D. The Engineer shall not perform services on the project for any contractor, subcontractor, or supplier.

2.05 Permits, Licenses and Certifications

- A. The Engineer, at its sole expense, shall be required to secure and maintain all permits, licenses, and certificates that may be required for the performance of its services during the term of its contract.

2.06 Payments to Engineer

- A. Compensation will be paid to the Engineer based on the provisions of Part I of this document and as supplemented by this Part II.
- B. Payments will not be made on a basis more frequently than monthly.
- C. Partial payment of lump sum amounts may be made based on an Owner agreed upon percentage of the work completed under the lump sum item for the period of time for which payment is being requested.
- D. Payment for work invoiced using unit prices established in the Contract Agreement may be made based upon Owner agreed upon completed quantities for each item of unit price work being invoiced. Payments for work performed using unit prices may be made up to a not-to-exceed amount established either by the Owner in this Request for Proposals, by the Engineer in his proposal and agreed to in writing by the Owner, or by the Contract Agreement.
 - 1. Acceptable documentation of unit quantities and costs complying with Contract Documents requirements must accompany all invoices.
- E. Payment for reimbursable expenses will be made only if approved in advance by the Owner, and where such provisions are made a part of the Contract Agreement.
- F. Payment for services considered by the Engineer to be additional and above and beyond the original scope of services provided for will be considered for compensation by the Owner only if the Owner is notified in writing of such additional services in advance of their being performed and written approval is received from the Owner prior to the Engineer performing such services.
 - 1. Payments for additional services may be made, as agreed to between the Owner and Engineer, by an agreed upon lump sum price or by unit prices previously established in the Contract Agreement with a stipulated not-to-exceed amount. All such payments shall be subject to all applicable provisions for payment provided for in the Contract Documents. Where unit prices may be affected, adjustments to established unit prices may be considered in the event of an excessive extension of the contract time resulting from such additional services.
 - 2. A Change Order shall be executed by the Owner and Engineer to document any modifications to the original contract scope of work or contract pricing.
- G. No payment will be made for work or services performed by the Engineer exceeding the contract price, or for which prices were not established in the

Proposal or Contract Agreement or were not mutually agreed to by the Owner and Engineer in the form of a Change Order.

- H. All payments will be made subject to any provisions for withholding of retainage as may be provided for in Part I of this document.
- I. In the event of disputed or contested invoices, only the disputed or contested amount(s) will be withheld from payment, and the undisputed or uncontested amount(s) shall be paid.

2.07 Suspension and Termination

A. Suspension

- 1. The Owner may, at any time and with or without cause, suspend the Work or any portion thereof by written notice to the Engineer. The written notice shall stipulate the length of time of the suspension and the date on which work may be expected to resume. The Engineer shall resume work on the date so stipulated. The Engineer may request an equitable adjustment in the contract time or price, if such an adjustment is warranted and attributable to the suspension of the Work; such a request must be submitted in writing for Owner consideration within ten (10) days of the date the Work is resumed.

B. Termination

1. For Cause

- a. The Owner may terminate the contract if, in the Owner's opinion, the Engineer persistently fails to perform the work in accordance with the Contract Documents, fails to provide adequate staffing, or fails to adhere to the progress schedule.
- b. The Owner may terminate the contract if, in the Owner's opinion, the Engineer fails to comply with the laws and regulations of any entity having jurisdiction over the Work.
- c. The Owner may terminate the contract if it finds that the Engineer has substantially violated provisions of the Contract Documents.
- d. The Owner may terminate the contract in the event of insolvency or bankruptcy of the Engineer.

2. For Convenience

- a. The Owner may terminate the contract at any time without cause by providing thirty (30) days advance written notice of such termination to the Engineer.

3. Payments Upon Termination

- a. If the contract is terminated either with cause or for convenience, the Engineer will be entitled to invoice the Owner for completed and acceptable work performed in accordance with the Contract Documents prior to the termination. The Engineer shall not be eligible for compensation for costs that did not directly advance the progress of the Work, such as for costs attributable to the termination or for loss of anticipated profits or revenues, or for expenses occurring after notice of termination.

2.08 Giving Notices

- A. Notices required by any provisions of the Contract Documents will be given in writing, addressed to the appropriate party, and delivered personally, by registered or certified mail, postage prepaid, or by commercial carrier to the last business address known to the giver of the notice.

2.09 Use of Ownership of Documents; Indemnification

- A. All work produced under the contract, all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, and all other materials prepared and furnished, or obtained, by the Engineer under or for the project shall be the property of the Owner, whether or not the project is completed.
- B. If the Contract is terminated prior to the Engineer's completion of the project, then all finished and unfinished documents, including but not limited to all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, and all other materials prepared and furnished, or obtained, by the Engineer under or for the project shall immediately become the property of the Owner and the Owner may, at its own discretion, provide all such documents to another party for their use in completing the project for the Owner.
- C. The Owner's rights of ownership and reuse of the documents prepared by the Engineer shall be limited to work related to the site or location or purpose for which the documents were originally developed. In that regard, the Owner's use of the documents may include, but not be limited to, completion of the project in the event of termination, and future reuse for additions, modifications and

alterations. The Engineer's seals, stamps, and title blocks shall be removed for any reuse of the documents by the Owner.

- D. The Engineer shall retain an ownership interest in the documents it produces for the project.
- E. The Owner agrees to hold harmless and indemnify the Engineer against all damages, claims and losses arising out of the reuse of the plans and specifications on any other project, for any additions or modifications to its project, or for completion of the project after termination of the Engineer.

2.10 Insurance

- A. All insurance required by the Contract Documents to be purchased and maintained by the Engineer shall be obtained from companies that are licensed or authorized in the jurisdiction in which the Project is located to issue such insurance policies for the required limits and amounts. Any company providing insurance required by the Contract Documents must carry an A.M. Best financial rating of "A" or better.
- B. Certificates of Insurance for the required coverages shall be furnished to the Owner within 10 days of the Notice of Award of the contract and will be attached to the final executed copies of the Contract Agreement. The original and one (1) copy of all Certificates of Insurance required shall be sent to Providence Water, 552 Academy Avenue, Providence, RI 02908, ATTN.: Purchasing Department. The certificates must be completely filled out listing all insurance companies, evidence of coverages and limits required herein, and additional insureds. The certificates should state the title of the project to be performed. The certificates shall be on the ACORD Form 25, or other format acceptable to and approved by the Owner.
- C. The Owner requires the following insurance coverages to be purchased and maintained by the successful Proposer for the Work:
 - 1. Worker's Compensation and Occupational Disease Insurance

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Engineer. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.
 - 2. Commercial General Liability Insurance

Commercial General Liability Insurance with limits of not less than \$5,000,000 per occurrence, for bodily injury and/or property damage liability \$10,000,000 in the aggregate. Products/completed operations,

independent contractors, and contractual liability coverages are to be included. **“The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured.”**

3. Automobile Liability Insurance

When any motor vehicles are used in connection with the work to be performed, the Engineer shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. **“The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured.”**

4. Professional Liability Insurance

The Engineer shall maintain Professional Liability Insurance with limits of not less than \$3,000,000 per occurrence and aggregate.

- D. The insured name on the certificate must be the same name as the name on the proposal submitted.
- E. Certificates must read that **“The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured”** where indicated for the coverages above.
- F. Certificate Holder provision of the certificates must list “The City of Providence, Providence Water Supply Board”.
- G. Cancellation and/or reduction in coverage must provide 30 days advance written notice.
- H. No work will begin or contract be executed unless all insurance requirements are met. Failure to provide the required certificates may result in the cancellation of the award and award to another proposer.

The insurances required shall be maintained until all work is satisfactorily completed; failure to do so shall constitute a violation of the contract and the Owner maintains the right to stop work and/or withhold payment until proper evidence of coverage is provided.

The insurances shall provide for 30 days prior written notice to be given to the Owner in the event coverage is substantially changed, canceled, or not renewed.

In no case shall the coverage limits as stated above for Commercial General Liability, Automobile Liability, or Professional Liability Insurance be less than the total contract amount. If the total contract amount exceeds any stated limit the

limit shall be adjusted to the satisfaction of the Owner to the next highest \$1,000,000 exceeding the total contract amount.

The Owner maintains the right to modify, delete, alter or change these requirements. The Engineer shall require its consultants and subcontractors to maintain similar coverages satisfactory to the Owner.

The Engineer by submission of its proposal acknowledges its understanding that any insurance protection it furnishes hereunder shall in no way limit its responsibility to indemnify and save harmless the Owner.

- I. In the event that the form of any policy or certificate for the amounts of insurance or companies writing same are not satisfactory to the Owner, the Engineer shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Engineer shall not cause policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by registered mail to the Owner, stating when, not less than thirty (30) days thereafter, such cancellation or insurance shall take effect. Such notice shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

2.11 Independent Contractor

- A. In the performance of the required services, the Engineer is and shall be an independent contractor, and the Engineer and its employees are not employees of the Owner. The Engineer shall be solely responsible for, and shall save the Owner harmless from, all matters relating to the payment of Engineer's employees, agents, subcontractors and consultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.
- B. Nothing contained in the Contract Documents nor any act of the Owner, or Engineer, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the Owner. Engineer is not the Owner's agent and Engineer has no authority to take any action or execute any documents on behalf of the Owner except as otherwise authorized by the Contract Documents.

2.12 Non-Discrimination Practices

- A. The Engineer and each of his consultants, subcontractors and any firms with employees performing portions of the required services under these Contract

Documents agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The Engineer shall ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, age, sex, or national origin. This includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertisement, lay-off or termination, rate of pay or other form of compensation, and selection for training, including apprenticeship.

2.13 Indemnification

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, its officers and employees from and against any and all claims, costs, losses, demands, actions, and damages or other expenses that may arise directly or indirectly from any acts or omissions related to services provided under the Contract Documents for the Owner by the Engineer, its employees, consultants, subcontractors or others acting on the Engineer's behalf. This shall apply whether such acts or omissions are a result of active or passive negligence or intentions.
- B. The Engineer shall not be held responsible for any claims, costs, losses, demands, actions, and damages or other expenses directly caused by the negligence of the Owner.

2.14 Force Majeure

- A. By entering into a contract, the Owner and Engineer shall agree that neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the submission of the proposal, fire, earthquakes, or other disasters. Seasonal weather or other natural or human events which could reasonably be expected, anticipated, and planned for shall not be considered to fall under this paragraph and shall not be considered as acceptable causes for failures or delays in performance.

2.15 Controlling Law

- A. The contract and work performed thereunder shall be governed by the law of the state in which the project is located.
- B. This project is exempt from sales tax on products permanently incorporated in the work. Sales tax exemption certificate number shall be available from the Owner by request. Successful Proposer shall place the tax exemption certificate number on invoices for materials incorporated in the work. Upon completion of the work, the Successful Proposer shall file with Owner a notarized statement that all

purchases made were entitled to be exempt. The Successful Proposer shall pay legally assessed penalties for improper use of Owner's tax exemption status.

2.16 Successors, Assigns, and Beneficiaries

- A. Neither the Owner nor Engineer may assign any rights or interests in this contract without the express written consent of the other.
- B. The Owner and Engineer are both bound and the partners, successors, executors, administrators, and legal representative of both the Owner and Engineer are bound to the other in respect to the obligations and covenants of this contract.
- C. Unless as expressly provided for in the Contract Documents, nothing in the Contract Documents shall be construed to create or impose any duty owed by the Owner or Engineer to any other party not a signatory of the Contract Agreement.
- D. Unless as expressly provided for in the Contract Documents, all duties and responsibilities undertaken under the Contract will be for the sole and exclusive benefit of the Owner and Engineer and not for that of any other party.

2.17 Survival and Severability

- A. All representations, indemnifications, or limitations of liability included in the Contract Documents will survive the completion or termination of the contract.
- B. In the event of any provision or part of the contract being held to be invalid or unenforceable, all remaining provisions shall remain binding and in full force.

2.18 Dispute Resolution

- A. Conditions
 - 1. Should the Owner and Engineer be unable to resolve any disputes which may arise between the parties during the course of the Work through normal discussions, either party may request that the dispute resolution procedures outlined in Paragraph 2.18 of this Request for Proposals be implemented, subject to all conditions set forth herein.
 - 2. By entering into the Contract, the Owner and Engineer agree that time is of the essence in resolving any disputes and that failure to make any claim for damages or delays in accordance with the requirements of the Contract Documents and in a timely manner shall nullify the claim and the claimant shall waive his rights to any further action provided by the Contract Documents or laws and waive its rights to litigate the claim.

3. The location of all meetings for negotiations and mediation shall be the Owner's offices, with the actual physical location to be determined by the Owner.
4. It is to be understood and accepted by all parties that any agreement reached as a result of this Paragraph resolving a dispute will require the final approval of the City of Providence Board of Contract and Supply before the agreement can be finalized and executed.

B. Negotiation

1. If a dispute is unable to be resolved after a reasonable period of informal discussions, the Owner or Engineer may deliver to the opposing party a written notice requesting that the negotiation procedures of this Paragraph be initiated. Within 15 days after that initial written notice, the opposing party must submit its written response to the other party. The initial notice and the response must include a statement of each party's position on the claim, a summary of the party's arguments supporting its position, and the name and title of the Principal who will represent the party and the names and titles of each person who will be attending the negotiations. The Principals representing each party must be at a higher management level than the persons responsible for administrating the Work and have authority to make decisions that settle the claim, subject to the provisions of Paragraph 2.18 A.4.
2. The initial negotiation meeting will be scheduled by the Owner and must be held within 30 days of the date of the initial written notice. Within 10 days of the date of such notice to the Owner and Engineer, the Owner will contact the Engineer and arrange and schedule a mutually agreeable time and date to meet. The Owner will confirm in writing the date, time and location of the meeting. All parties to the claim must make themselves available to a date within this period or the Owner will establish a mandatory date and time for the meeting which both parties must attend. Failure to attend this meeting will result in the forfeiture of the claim by the party not attending and in that party's waiver of any rights to further pursue or litigate the claim.
3. The parties shall meet at the initially scheduled meeting and additional meetings arranged thereafter as necessary to attempt to resolve the claim. The parties shall use their best efforts to resolve the claim and shall consult and negotiate with each other in good faith. Recognizing their mutual interests, the parties shall attempt to reach a just and equitable resolution satisfactory to both parties.
4. Conduct and statements made pursuant to this paragraph during the negotiation process, both written and verbal, shall be considered to have

been made during compromised negotiations and shall not be admissible in any further litigation pursuant to Rule 408 of the Federal Rules of Evidence and State of Rhode Island counterparts and any similarly applicable rules.

5. Each party involved in the Negotiation process shall be responsible for and pay its own costs incurred, including all administrative costs, costs of witnesses produced by the party, and legal costs and fees, and shall not pursue nor be entitled to reimbursement in any way from the opposing party.
6. If the parties do not reach a mutually acceptable resolution within 30 days of the initial meeting, either party may provide written notice to the opposing party terminating the negotiation process after that time.

C. Non-Binding Mediation

1. Owner and Engineer agree that they shall submit any and all claims, counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof that remain unsettled after Negotiation to Non-Binding Mediation prior to either of them initiating against the other a demand for arbitration under the Public Works Arbitration Act, if applicable, or litigation in Superior Court, as provided for in Paragraph 2.18 D. Completion of the Negotiation process of Paragraph 2.18 B shall be a precondition to requesting Non-Binding Mediation.
2. If the Owner and Engineer cannot reach a mutually agreeable resolution to the claim through Negotiation as provided for in Paragraph 2.18 B, either party may choose to deliver to the opposing party a request for Non-Binding Mediation. The request for Non-Binding Mediation must be delivered to the opposing party within 10 days of the date of the written notice terminating the negotiation process as provided under Paragraph 2.18 B.6.
3. Representatives of each party authorized to make the decisions required of the Non-Binding Mediation process shall meet within 15 days of the date of the request for Non-Binding Mediation. Each party to the claim must provide the other with at least 5 dates within that period that they are available to meet and a meeting arranged on a mutually agreeable date. The failure of either party to attend a scheduled meeting will result in the forfeiture of the claim by that party and that party's waiver of any rights to further pursue or litigate the claim.
4. The parties shall meet in good faith to discuss issues surrounding the non-binding mediation process and to negotiate to choose an outside party as a

mediator for the proceedings. If after 15 days from the initial meeting of the parties they are unable to agree upon a mediator, each of the parties shall select a mediator of its own to represent them, and the 2 mediators selected shall meet with each other within 10 days of their selection and negotiate and select a single mediator (hereinafter referred to as the "mediator") for the proceedings.

5. The mediator shall establish the rules and procedures used during the mediation proceedings. All parties to the proceedings shall abide by the rules established by the mediator.
6. Conduct and statements made pursuant to this paragraph during the mediation process, both written and verbal, shall be considered to have been made during compromised negotiations and shall not be admissible in any further litigation pursuant to Rule 408 of the Federal Rules of Evidence and State of Rhode Island counterparts and any similarly applicable rules.
7. Each party involved in the mediation process shall be responsible for and pay its own costs incurred to present its case, including all administrative costs, costs of witnesses produced by the party, and legal costs and fees, and shall not pursue or be entitled to reimbursement in any way from the opposing party. The parties will equally divide and pay all costs for the services of the mediator and any witnesses or experts (having no direct or indirect connection to or interests in either party's behalf) produced at the direct request of the mediator, including administrative, travel, and incidental expenses of both the mediator and such witnesses. If the parties were unable to agree on a single mediator and had to choose separate mediators to select the final mediator, each party shall be responsible for and pay all costs and expenses of the mediator that it chose, in addition to equally dividing the costs of the final mediator as described above.
8. If the parties do not reach a mutually acceptable resolution within 90 days of the initial mediation meeting of the parties, either party may provide written notice to the opposing party terminating the mediation proceedings after that time.

D. Litigation and Public Works Arbitration

1. If the parties fail to reach a mutually acceptable agreement as a result of the non-binding mediation proceedings described in Paragraph 2.18 C, the exclusive remedy remaining to the parties, unless the Work is subject to the provisions of the Public Works Arbitration Act of the State of Rhode Island General Laws, will be to file suit in Superior Court for Providence County, Rhode Island before the business calendar in that court. The

Owner and Engineer agree to waive any claims that venue is inappropriate in this court.

2. If the parties fail to reach a mutually acceptable agreement as a result of the non-binding mediation proceedings described in Paragraph 2.18 C and the Public Works Arbitration Act of Chapter 37-16 of the State of Rhode Island General Laws applies to the Work as determined by the contract types listed by Section 37-16-2 of the Chapter, then the Chapter shall apply and the context of Paragraph 37-16-2(b)(2) shall be in effect as if included in the Contract Documents and this Request for Proposals.

2.19 Wage Rate and Payroll Requirements

A. Wage Rates and Payrolls

1. The Engineer shall comply with any applicable minimum wage rates in accordance with the Rhode Island Department of Labor Laws (reference the General Laws of Rhode Island, Chapters 37-12 and 37-13, as amended). The Engineer shall be responsible for obtaining a copy of the latest Wage Rates. It is the responsibility of the Engineer to check and confirm at the time of the submission of his bid that the rates used in the preparation of his bid meet the most current wage rates issued. No additional compensation will be considered by the Owner for failure of the Engineer to comply with these requirements.
2. The Engineer shall regularly submit to the Owner, but no less frequently than his requests for payment, certified payrolls for all his applicable employees performing work on the project and for any of its subcontractors. Certified payrolls shall be submitted on "Statement of Compliance" forms or other such forms as prescribed and provided by the State of Rhode Island Department of Labor.

B. State of Rhode Island General Law Chapter 37-13

1. The Engineer's attention is specifically called to the provisions of Rhode Island General Law Chapter 37-13, Sections 37-13-1 through 37-13-13, as amended. The Engineer shall fully adhere to all applicable provisions of the latest revision of this Chapter. The Engineer shall verify that he complies with the latest revision of this and all other such applicable Federal, state, and local laws.

2.20 Minority and Women Business Enterprise Participation

A. General

1. The City of Providence has initiated a Minority & Women Business Enterprise program by Section 21-52 of its Code of Ordinances and by Executive Order No. 1992-01. This program will be carried out in accordance with the requirements of the document titled "Bidder Information and Forms" which has been attached to this Request for Proposals and by its inclusion and reference shall be considered to be a part of this Request for Proposals.
2. All work performed under these Contract Documents shall be required to be carried out in full compliance with the program cited above.

B. Requirements

1. All Proposers must fully comply with the requirements of this section and must submit all required forms with their bids, beginning with Page (4) of the document "Bidder Information and Forms" and including, but not limited to, Part B, Part B1, Part C, Part D, and, as applicable, Part E and "Information on Unsuccessful MBE/WBE Contact". The Proposer shall also provide any and all additional information that may be required by applicable federal, state and local laws and regulations.
2. **Failure of a Proposer to fully comply with the requirements of this section and to submit all required documentation with its bid shall result in the bid being considered non-responsive and rejected. If after a good faith effort the Proposer is unable to meet the stated participation goals, the Proposer must submit the appropriate forms requesting a waiver as provided in the document "Bidder Information and Forms".**
3. All information requested on the forms in this section must be provided truthfully to the best of the Proposer's knowledge.

C. Submittals and Reporting

1. Proposers must comply with all submittal requirements of Paragraph 2.20.
2. During the execution of the Work, the Engineer shall be required to submit quarterly utilization reports and annual summary reports, on the forms provided by the Owner, to demonstrate ongoing compliance with the program objectives and requirements of this section as required.

2.21 Compliance

- A. All Subcontractors employed by the Engineer for the Work shall fully comply with the requirements of Paragraphs 2.19 and 2.20.
- B. The Engineer shall bear full responsibility for compliance to the requirements of Paragraph 2.19 and 2.20 by both himself and by his Subcontractors. Submissions made to the OWNER shall not relieve, nor be construed to relieve, the Engineer of this responsibility.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS SHOW				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: _____
 The City of Providence, Providence Water Supply Board, its officers and agents are named as additional parties insured for all work performed for the additional insureds.

CERTIFICATE HOLDER	CANCELLATION
The City of Providence and The Providence Water Supply Board 552 Academy Avenue Providence, RI 02908	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

PAYMENT AND PERFORMANCE BONDS

Each bond shall be for 100% of the Contract unless a specified amount is stated in the specifications.

Bonds shall be executed by a company licensed to do business in the State of Rhode Island. **All out-of-state corporations MUST add the following language to the original bond, for example: “_____ , a Missouri corporation, authorized to do business in the State of Rhode Island.”**

As a surety, a Private Individual will not be accepted.

The reference to the contract date on the bond **must be left blank**. This date will be filled in upon the execution of the contract by the Mayor.

The successful bidder must produce a satisfactory performance and payment bond within **30 days after award**. If the bond is not supplied by the required date, the PWSB may cancel this award and award to another bidder.

The original Bond must be sent to Providence Water Supply, 552 Academy Avenue, Providence, RI 02908, ATTN: **Joseph Spremulli**.

Any costs incurred from obtaining said bond shall be the responsibility of the successful bidder unless the specific amount is detailed as an additional cost on the Bidder's Blank.

The Bond must remain in effect throughout the term of the contract and for a period of at least one year after the date when final payment becomes due, unless stated otherwise in the contract documents. If the contract is for a multiple year period, vendor may supply bonding for a one-year period but must be updated prior to expiration. **It is the Vendor's responsibility to update the Bond without notice from the PWSB**. Failure to renew Bond before expiration will result in termination of Contract. Liquidated damages may apply.

For additional information, contact Joseph Spremulli at 401-521-6300 ext 7210 or fax at 401-946-4078

BIDDER INFORMATION
MBE/WBE PARTICIPATION REQUIREMENTS



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM

BIDDER INFORMATION AND FORMS:

Contracting Agency: _____

Contract Number: _____

Contract Title: _____

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 the contract.

The MBE goal is _____ 10% of total bid
The WBE goal is _____ 10% of total bid (20% total applied)

Bid Requirements:

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents with the bid:

- 1.) MBE and WBE participation Disclosure Forms (**Part B1 and Part B2**)
- 2.) Statement of intent Forms (**Part C**)
- 3.) MBE/WBE Participation Affidavit (**Part D**)
- 4.) MBE/WBE Participation Waiver Request form (**Part E**) & Information on unsuccessful MBE/WBE contract, if applicable.
- 5.) Subcontractor utilization form (**Part F**), if applicable.

Verifying Certification:

Each bidder is responsible for verifying that all MBEs and WBEs that the bidder intends to use on a contract are certified by the Minority Business Enterprise Compliance office. A directory of certified MBEs & WBEs is available online at www.mbe.ri.gov (click "Directory Search" then search by "Produce or Service"). For questions, please call (401) 421-7740 Ext. 397 or Ext. 250.

The current MBE/WBE directory is also available at the State of RI MBE office, One Capitol Hill, 2nd Floor, Providence, RI 02903. Please call (401) 574-8253 to verify certification, expiration dates and services that the MBE/WBE is certified to provide.

(NOTE: Companies identified as Portuguese are not included in the City of Providence MBE/WBE Program)

Contract Requirements:

During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract. Before a contract is signed, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Note: (If a bidder fails to provide the requested information the bidder will be deemed to be unresponsive.)

Waiver Requests:

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates that the bidder has made good faith efforts to comply.

Participation of MBE/WBE:

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted towards either MBE or the WBE goal, but not both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation:

A bidder **MAY NOT** use an MBE or WBE to meet a contract goal if:

1. The bidder has a financial interest in the MBE or WBE.
2. The bidder has an interest in the ownership or control of the MBE or WBE.
3. The bidder is significantly involved in the operation of the MBE or WBE.

A bidder that is an MBE or WBE **MAY NOT** use itself to meet a contract goal.

Commercially Useful Function:

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and responsibility to perform manage and supervise.

Subcontracting by MBE or WBE:

A bidder **MAY NOT** count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's Contracts for the purchase of materials, equipment, or supplies incidental to the performance of services under its agreement with the bidder.

Manufacturers:

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer.

Supplier:

Manufacturers -A bidder may count towards the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactured the goods supplied.
Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the good supplied or who is a manufacturer's representative. (However, only 10% of each contract goal may be attained by expenditure to MBEs or WBEs that are non-manufacturing suppliers.)

Joint Ventures:

A bidder may count toward the contract goals the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture.

Insurance Companies and Travel Agents:

A bidder may count toward the contract goals only 10% of its expenditure to a MBE or WBE insurance company or travel agent.

Financial Institutions:

A bidder may count towards the contract goals only the fees charged and earned by an MBE or WBE company.



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAMS

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder: _____

Address: _____

Phone Number(s): _____

Contracting Agency: _____

Contract (Project Title): _____

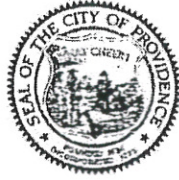
Bid Due Date: _____

Goals: MBE _____% WBE _____%

THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID.

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Mr. Ernesto Figueroa
Purchasing Officer/ MBE/WBE Coordinator,
Purchasing Department
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 663
efigueroa@providenceri.com



Part A:

(See Note on Page 6.)

INSTRUCTIONS:

The instructions clarify the requirements of RIGL §37-14.1. Failure of any Bidder, Contractor or Subcontractor to comply with RIGL §37-14.1 shall be a material breach of contract.

The following Forms are included with this packet:

- Part A: **Instructions**
- Part B1: **MBE Participation Disclosure Form.**
- Part B2: **WBE Participation Disclosure Form.**
- Part C: **Prime Contractor's Statement of intent Form** – This statement shall be completely executed for each and every MBE and WBE named in Part E.
- Part D: **MBE / WBE Participation Affidavit** – to be completed by Bidder.
- Part E: **MBE / WBE Participation Waiver Request Form.** If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid. You must also submit "Information on Unsuccessful MBE/WBE Contact" Form.
- Part F: **Subcontractor Utilization Form.**

ALL FORMS MUST BE INCLUDED AND SUBMITTED ALONG WITH THE BID



Part B1:

MBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Prime Contractor's Phone Number(s): _____

Contract Number & Title: _____

MBE SUBCONTRACTORS

Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontract	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Dollar Amount of Contract \$-----
 Total Dollar Amount of MBE Subcontracts \$-----

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____ %

Form Prepared by:

 Name & Title Phone Date



Note: Bidders who fail to supply the above information will be considered Non -Responsive.

Part B2:

WBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Prime Contractor's Phone Number(s): _____

Contract Number & Title: _____

WBE SUBCONTRACTORS

Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontractor	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Dollar Amount of Contract \$ _____

Total Dollar Amount of WBE Subcontracts \$ _____

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by:

Name & Title Phone Date



Note: Bidders who fail to supply the above information will be considered Non-Responsive.

Part C:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

Complete a separate Form for each MBE and WBE identified in Part B.

Contract Name and Number: _____

Name of Prime Contractor: _____

Prime Contractor's Phone Number(s): _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

Work / Service to be performed by MBE or WBE: (ex: Carpentry and Painting) S

Materials / Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ _____ (If this is a requirements contract, the subcontract dollar amount may be omitted).

Subcontract percentage of total contract: _____ %

The undersigned prime contractor and subcontractor agree to enter into a contract for the work / service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Providence for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Providence Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (Required) Printed Name Date

Signature of MBE or WBE (Required) Printed Name Date



Part D:

MBE/WBE PARTICIPATION AFFIDAVIT

The undersigned authorized representative of contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of _____ 10% and the WBE goal of 10% for contract No./Title _____ with the City of Providence.

My firm will make best efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my company must submit to the Minority and Women's Business Coordinator at MBE/WBE office copies of all executed agreements with the MBE & WBE firm being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and any other documentation and reports required by the MBE and WBE Office on a quarterly basis verifying payments to the MBE and WBE finally utilized on the contract.

I understand that if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.

I understand that, if awarded this contract, authorized representatives of the City of Providence may examine, from time to time, the books records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name Signature

Address Print Name and Title

Sworn and subscribed before me this _____ day of _____, in the year _____

Notary Public



Part E:

MBE / WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder: _____

Address: _____

Phone Number(s): _____

Contracting Agency: _____

Contract Number: _____ Bid Due Date: _____

Goals on this contract: _____ % MBE _____ % WBE

I have achieved _____ % MBE _____ % WBE

I am requesting a waiver of _____ % MBE _____ % WBE

I have contacted the M/WBE Office for assistance ___ Yes ___ No (check one)

Number of MBE Firms Contacted: _____ (Attach a list of names)

Number of WBE Firms Contacted: _____ (Attach a list of names)

Explain why a waiver is being requested:

Attach documentation of your good faith efforts to contact, negotiate and secure MBEs and WBEs, including:

1. The reasons why your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
2. The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs.
3. For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.
4. **Submit this form to the City of Providence MBE/WBE Office for signature and approval by either the MBE/WBE Compliance Officer or the MBE/WBE Coordinator. All requests must be made at least four (4) days prior to the bid opening date.**

Signature of M/WBE Officer or MBE/WBE Coordinator

Date

Printed Name:



Part F:

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: _____

Contract Title: _____

Contract Number: _____

Total Contract Amount: \$ _____

Provide the following information for EACH AND EVERY Subcontractor, both MBE/WBE and Non-MBE/WBE companies used on this contract. (Duplicate this page, if necessary.)

Name of Subcontractor	Goods or Services Provided on Subcontract
Race / ethnicity and sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid is less than subcontract dollar amount, explain why.
Name of subcontractor	
Name of subcontractor	

Note: please list the race or gender of MBE/WBE only.



INFORMATION ON UNSUCCESSFUL MBE/WBE CONTACT

Minority Business Enterprise Requirements

Additional copies of this information form shall be prepared by the prime contractor or General Bidder in the quantity necessary to comply with bidding requirements.

ITEM NO. ON REQUEST FOR EXTENSION:

NAME OF MBE or WBE COMPANY CONTACTED:

Address _____

Telephone No. _____

Date of Initial Contact _____

How was contact made? (Check appropriate answer) telephone _____ in person _____

Sub-Contractor work offered to this MBE/WBE Company _____

Result of contact (check appropriate answer) MBE/WBE firm declined job _____
_____ MBE/WBE firm offered to do job at price of \$ _____, which was determined by our
company to be to high; MBE/WBE company offered to do job at a price of \$ _____, which
was satisfactory, but the MBE/WBE company was judged by our company to be unqualified for the job _

Name and Title of the MBE/WBE company officer who can verify above information as to MBE/WBE
Company's response _____

It is certified herewith by the below signed officer of the General Bidder that the above
information is accurate and complete.

Date

General Contractor

Authorized Signature

Business Address



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

BIDDER'S BLANK ATTACHMENT 1

Construction Management Services
Three Year Blanket Contract

KEY PERSONNEL
HOURLY RATES

Project Manager	\$ _____ per hour	Mechanical and Electrical Estimators	\$ _____ per hour
Engineer	\$ _____ per hour	Scheduler	\$ _____ per hour
Inspector	\$ _____ per hour	CMMS Consultant	\$ _____ per hour
Project Architect	\$ _____ per hour	CADD Drafter	\$ _____ per hour
Project Superintendent	\$ _____ per hour	Clerical/ Typist	\$ _____ per hour
Safety Manager	\$ _____ per hour		
LEED Accredited Professional	\$ _____ per hour		
Site/ Civil Estimator	\$ _____ per hour		

- 1) Construction Management Professional Fixed Fee: _____ %
- 2) Bond Cost: _____ %
- 3) Percentage of increase to hourly rates per year after year one: 2 %



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

BIDDER'S BLANK

Name of Company:	
Agrees to bid on: (Item(s) to be bid)	ENGINEERING AND CONSTRUCTION SERVICES ASSOCIATED WITH THE INSPECTION AND REPAIR OF THE 102-INCH TRANSMISSION MAIN
Date of Award	
Total Amount in Writing:	
Total Amount in Figures:	

BID (CHECK ONE):

- () **Conforms to Bidding Documents, including submitting required MBE/WBE Forms with Bid.**
- () **Has Modifications to Bidding Documents.** (Please note all modifications below or on a separate sheet.)

List/Acknowledge All Addenda Received:

<u>Addendum</u> No.	<u>Addendum</u> Date	<u>Addendum</u> No.	<u>Addendum</u> Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional Bidding Details (Use Additional Pages if Necessary)

Federal ID# or Social Security #:	
Signature:	
Title of Person signing:	
Firm Name:	
Address:	
Phone #:	
Delivery Date:	
Name of Surety Company:	



552 Academy Avenue
Providence, RI 02908

401-521-6300

www.provwater.com

September 12, 2012

ADDENDUM NO. 1

FOR BIDS SCHEDULED TO BE OPENED SEPTEMBER, 24, 2012

Project: Construction Management Services for the Providence Water Supply Board Blanket Contract (2012-2015)

Owner: Providence Water Supply Board
552 Academy Avenue
Providence, RI 02908

The Hon. Angel Taveras
Mayor

Boyce Spinelli
General Manager

BOARD OF DIRECTORS

Brett P. Smiley
Chairman

Joseph D. Cataldi
Vice Chairman

Michael L. Pearis
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Michael A. Solomon
City Council President

Michael J. Correia
City Councilman

Andy M. Andujar
Member

Joan S. Badway
Member

Carissa R. Richard
Secretary

William E. O'Gara, Esq.
Legal Advisor

The original Contract Documents for the above referenced project, scheduled for opening on the date indicated above, are amended as noted herein this Addendum No. 1.

Receipt of this Addendum shall be acknowledged by inserting its number and date in Section 00410 "Bid Form". Failure to properly acknowledge this Addendum may subject the bidder to disqualification. The following pages describe this addendum in detail. Contractor shall include all resultant costs as a result of this Addendum in their bid proposal.

All other provisions of the project shall remain as stated in original Contract Documents.

Respectfully,
PROVIDENCE WATER SUPPLY BOARD

Joseph S. Spremulli
Deputy General Manager

Member

Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.
Water Research Foundation

An EPA WaterSense Partner

Only Tap Water Delivers

SUPPLEMENTAL ADDENDUM REMARKS AND CLARIFICATIONS

1. The contract is for a three (3) year period beginning on January 1, 2013 and ending on December 31, 2015 with an option of awarding for two (2) additional years.
2. Submit an original proposal document and four (4) copies to the Department of the City Clerk at the following location:

City of Providence
Board of Contract and Supply
Department of the City Clerk
City Hall, Room 311
Providence, RI 02903
3. On Page I-13, Part I , 3.d, delete the last sentence of this paragraph “Direct costs performed by vendors for the successful Proposer will be reimbursed at the actual cost invoiced to the successful Proposer; no markup will be allowed on such services”.
4. Quoted labor rates will be adjusted by Providence Water in year two (2) and three (3) of the contract with a fixed escalation rate of 2%. Attached is the corrected **Bidders Blank** and revised **Bidders Blank Attachment 1** for submission with the proposal.
5. Potential proposers who are interested in providing pricing for the performance of individual work assignments under this contract shall not be excluded from proposing. However, such firm, if successfully awarded this contract, shall be required to provide pricing for individual assignments to Providence Water prior to soliciting additional pricing from other vendors.
6. Bonds. A \$50,000.00 Payment and Performance Bond will be required as stated in the original RFP. Providence Water reserves the right to request additional bonding for individual projects that exceed the \$50,000.00 bond at 100 % of the proposed project value. Additional Bond costs will be reimbursed per the quoted bond rate provide by the successful proposer on the Bidders Blank Attachment 1.

City of Providence

SENT TO
GARY MARINO



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: November 19, 2012


TO: Acting Purchasing Director

SUBJECT: CONSTRUCTION MANAGEMENT SERVICES – WATER SUPPLY BOARD.

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Acting Purchasing Director be authorized to engage DiMeo Construction, 75 Chapman Street, Providence, RI 02905, low bidder, for Construction Management Services, in a total amount not to exceed One Million (\$1,000,000.00) Dollars a year for three years, all in accordance with the offer of said firm submitted on September 24, 2012.

cc: Pur.Dir.
Contr.
WSB
File


City Clerk