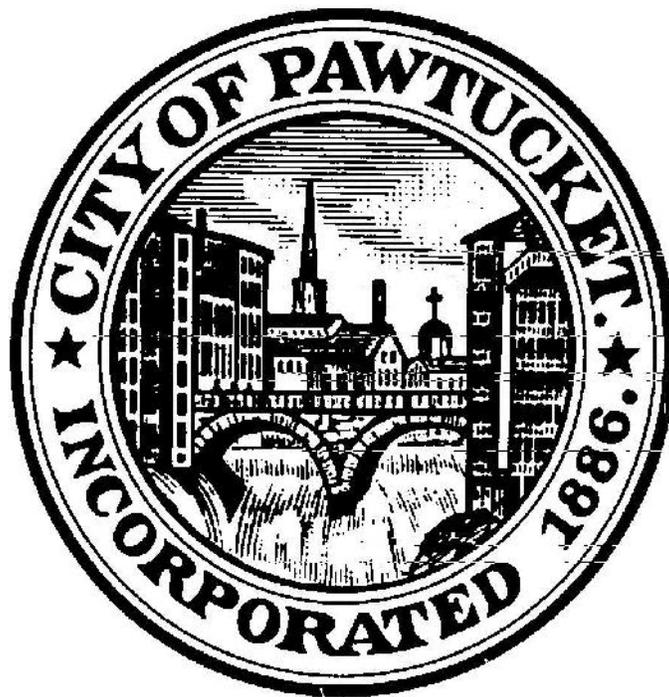


# CITY OF PAWTUCKET

## REQUEST FOR PROPOSALS



**Bid #15-044**  
**GIS Data Maintenance and Web Hosting**

July 30, 2015

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## 1.0 - Bid/Solicitation Information

### **Schedule**

Pre-Bid/Proposal Conference:  No  Yes

Requests for Further Information:

August 14, 2015 @ 4:00 PM

Requests for information or clarification must be made electronically to the attention of:  
Andrew Silvia, Chief of Project Development  
E-mail: [asilvia@pawtucketri.com](mailto:asilvia@pawtucketri.com)

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

August 27, 2015 at 10:00 AM

**Late submittals will not be considered.**

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office  
137 Roosevelt Avenue  
Pawtucket, RI 02860

### **Bonds/Surety Required**

Bid Bond:  No  Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond:  No  Yes

Performance and Payment Bond:  No  Yes  
(Submit upon award of contract)

Bidder is required to provide a performance and payment bond as outlined in the City's General Terms & Conditions of Purchase (Appendix B of this RFP) in an amount not less than one hundred percent (100%) of the bid price.

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

### **Miscellaneous**

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found

to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

## 2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and site conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- Bids will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFP submission deadline provided in Section 1.0.
- Interpretations or Addenda: No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- Each Bidder shall, upon request of the Owner, submit a detailed financial statement on a form furnish by the Owner for that purpose. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

## **3.0 - Overview**

### **3.1 Project Overview**

The City of Pawtucket (“the City”) is seeking proposals from experienced Geographic Information System (GIS) consultants (“the Consultant”) to provide maintenance of the City’s parcels and zoning GIS data, as well as to deploy these data through a user-friendly, web-based platform for public use (“the Project”). In order to complete the Project, the Consultant shall perform three (3) principle tasks, which can be summarized as follows:

- Task 1 - The Consultant shall be responsible for maintaining the parcel and zoning boundary GIS data per periodic requests generated by the Offices of the City Clerk and Tax Assessor. Map maintenance shall consist of adjusting parcel and/or zone boundary GIS data, updating the associated Tax Plat and/or Zoning Map (PDF files) as necessary, and preparing a “before and after” record of the maintenance activity for the City’s use, as outlined in Section 4.0.
- Task 2 – The Consultant shall perform miscellaneous quality control as necessary to maintain the GIS data. This may include correction of prior GIS digitization errors, periodic improvements to the GIS data and map formats, and other tasks of limited scale, as needed and as authorized by the City.
- Task 3 - The Consultant shall host and maintain a secure, publicly-accessible, web-based mapping application through which users may view and interact with the aforementioned GIS data. Minimum performance features of this web-based map are outlined in Section 4.0.

The term of this Contract shall be one (1) year, with two (2) additional one-year-term renewals that may be authorized at the City’s sole discretion. The fees listed in the pricing proposal form included herein shall remain fixed for the contract term.

### **3.2 Project Background**

The Engineering Division of the City’s Department of Public Works (DPW) is responsible for maintenance of the City’s 138 Tax Assessor’s Plats and, as the designee of the City Clerk, it maintains the City’s 138 Zoning Maps as well. Currently, all maps are maintained in a hard copy (mylar) format, and modifications to the maps are performed by hand. In 2007-2008, the City commissioned the creation of a GIS data set to reflect the information shown on the maps. In 2015, the City commissioned an update of this data to reflect changes applied to the maps between 2008 and June of 2015. It is the DPW’s intent to maintain this GIS data in perpetuity as the source of the City’s parcel and zoning boundary information.

## **4.0 - Scope of Work**

### **4.1 Scope Detail**

The Consultant shall perform the following tasks:

#### **Task 1: Maintenance of Parcel and Zoning Boundary GIS Data**

##### **1.1 Background/Purpose**

The Engineering Division receives approximately 18 separate requests to modify the City's Tax Assessor's Plat(s) and/or Zoning Map annually. These requests can be classified as one of the following types:

- Tax Assessor's administrative lot merger. Mergers entail combination of multiple lots into a new composite lot(s). Both the applicable Tax Assessor's Plat and Zoning Map must be updated to reflect the change. Each change typically affects 2-4 parcels.
- Subdivision approval granted by the Zoning Board of Appeals. Subdivisions entail reorientation of existing parcel boundaries. Both the applicable Tax Assessor's Plat and Zoning Map must be updated to reflect the change. Each change typically affects 2-4 parcels.
- Zone Change approval or assignment of Zoning Overlay District, as directed by the City Council. These changes require an update of the Zoning Map only. Each change typically affects 1-2 zone boundaries.

### 1.2 Required Effort

The Consultant shall address an estimated 18 separate requests to modify the City's parcel and/or zoning GIS data and mapping documents, as follows:

- Receive and review the request from the City. Each request will be transmitted via email and presented in a format similar to the examples provided in Appendix C.
- Modify the parcel and/or zoning boundary GIS data per the request. This effort shall include assigning new parcel (lot) numbers consistent with the Engineering Division's numbering convention.
- Modify and reproduce the Tax Assessor's Plat and/or Zoning Map PDF per the map modification performed. Please note that Zone Changes and Zoning Overlays must be documented in a spreadsheet file that links to a table on the Zoning Map. The City will provide the Consultant with access to this spreadsheet file.
- Create an "Engineering Change Record" relative to the map(s) modification in a format substantially similar to the example provided in Appendix C. At a minimum, this record shall include:
  - Map revision information summary, including previous and new lot numbers and their associated areas, affected addresses, etc.
  - Create "before and after" plots of the affected parcels and/or zoning boundaries illustrating their geometry before and after the modification is applied. The plots must be formatted to fit a letter-sized sheet.
  - Update the Engineering Division's Lot Numbering File associated with the affected map(s), a sample of which is provided in Appendix C.

### 1.3 Deliverables

Pursuant to each map modification request, the Consultant shall provide the City with a digital transmittal containing the following files:

- Updated Tax Assessor's Plat(s) and/or Zoning Map(s) PDF files

- Updated GIS file(s), i.e. ESRI geodatabase files or shapefiles
- Engineering Change Record as described above
- Updated Zoning Boundary Updates Spreadsheet (as necessary)

## Task 2: GIS Data Quality Control

### 2.1 Background/Purpose

A scope element of the Engineering Division's 2015 project to update the City's parcel and zoning GIS data (see Section 3.0) was a GIS parcel geometry accuracy review. The City's GIS consultant reviewed the GIS geometry of 10% of the City's approximately 21,000 GIS parcels for conformance with the information shown on the existing, paper-based Tax Assessor's Plats. However, it is anticipated that some GIS parcel data remains inconsistent with the paper maps, and that these inconsistencies will require a modest effort to correct. Additionally, it is anticipated that advances in the capability of GIS software packages will enable enhancements with the City may wish to apply to its GIS data and mapping files. A special project time allowance has therefore been established in the Bid Form (Section 11.0) to support these efforts.

### 2.2 Required Effort

- The Consultant shall notify the City in writing of an identified need to modify the GIS data and/or mapping files. The Consultant shall estimate the effort (time-based) required to address each incident in the written notice.
- Upon receipt of written authorization from the City, the Consultant shall proceed in performing the appropriate correction to the GIS data and/or map file.

### 2.3 Deliverables

The Consultant shall provide the City with updated GIS data and/or mapping file in a format consistent with the deliverables described for Task 1.

## Task 3: Web-Based Mapping Application Development and Maintenance

### 3.1 Background/Purpose

The City desires to share its parcel and zoning boundary GIS data with the public using an interactive and user-friendly web-based mapping application.

### 3.2 Required Effort

The Consultant shall develop, host, and maintain a web-based application that meets the following minimum specifications:

- Ensure security of source data. Manipulation or downloading of source data by unauthorized users shall not be permitted.
- Provide modern interface without plug-in components. The map shall be accessible 24/7, easily navigable and resizable, and shall allow parcel search by address. Parcel data shall be accessible to the user upon a simple prompt, e.g. clicking on the parcel.

- Integrate a widely-used mapping platform such as Google Maps to allow for “street views,” and incorporate current, high-resolution base imagery.
- Display thematic map overlays using source data from RIGIS. Selection of overlay data shall be coordinated with the City.
- Provider users with ability to create radius maps and associated mailing labels.
- The application shall link to extended parcel data that the City maintains with assistance from its consultant, Vision Government Solutions.
- The application shall be refreshed, as necessary, per updates to the parcel boundary, zone boundary, and extended parcel data that the City may provide to the Consultant on a regular basis.
- The application shall be accessible from both desktop and mobile operating systems, and shall be compatible across popular web browsers including Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, and Google Chrome. The application shall be continually updated to maintain compatibility with the latest releases of these browsers.

It is anticipated that the development of the web application will be an iterative process, requiring the Consultant to develop at least one prototype for the City’s review and comment prior to final deployment for public use.

### 3.3 Deliverables

- The Consultant shall provide the City with a link to the fully-developed web application meeting all specifications outlined above.
- The Consultant shall provide technical support as necessary to facilitate the implementation of the application specified above.
- The Consultant shall refresh and/or update the web map application as required to reflect updated data provided by the City.

## 4.2 Project Schedule

The GIS data/map maintenance services (Tasks 1 and 2) outlined herein shall be provided on an as-needed basis throughout the contract term. The City requires that the Consultant address each request for service, as outlined above, within five (5) working days of receipt. This requirement may be modified with the City’s written consent, pending the nature or volume of requests.

The City acknowledges that Task 3 will entail both a discreet, initial development phase and a more sporadic, perpetual service phase. The City requires that the Consultant complete its initial development effort and deploy the City’s GIS data to the web-based application within 4 months of Contract award. This time constraint assumes that the City will provide a complete and appropriately-formatted GIS data set to the Consultant within 1 month of Contract award. The Consultant’s deadline to perform service shall be extended consistent with any delays that the City incurs in providing this information.

## **5.0 - Insurance**

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

## **6.0 - Acknowledgement of Risk & Hold Harmless Agreement**

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

## **7.0 - Additional Insurance Requirements**

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## 8.0 - Proposal Content and Organization

All bids must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Pricing must include all costs as specified in this solicitation.

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**GIS Data Maintenance and Web Hosting, Bid #15-044**", as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest qualified bid price and the selected Alternative Bid items, if any.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed. See Proposed Subcontractors form.

Two (2) copies of your proposal—one (1) original hard copy and one digital (1) copy on CD or similar format—must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form

- Company overview

  - Length of time your firm has been in business

  - Length of time at current address

- All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

## **9.0 - Evaluation Criteria**

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	40%
References	10%
Price	50%

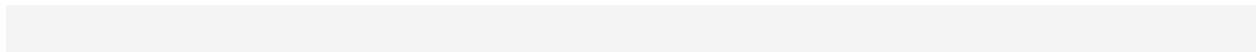
3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

## **10.0 - Miscellaneous**

- Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances

and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

- The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.
  - The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.
  - The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.
  - The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.
  - The City reserves the right to pay the selected Vendor via credit card at its sole discretion.
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## 11.0 – Bid Form

### 15-044 – GIS Data Maintenance and Web Hosting

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

(Include Name, Address and Telephone No.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and remittance address that will appear on invoices:

Physical address of business:

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#### General Information

Is your firm a sole proprietorship doing business under a different name? \_\_\_\_ Yes  
\_\_\_\_ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

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Is your firm incorporated? \_\_\_\_ Yes \_\_\_\_ No

Will any of the work spelled out in this bid be outsourced? \_\_\_\_ Yes \_\_\_\_ No

If so, please explain below:

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Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

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Is your company bonded? Yes \_\_\_\_ No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 2  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 3  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 4  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

**Pricing Proposal**

**15-044**

**1.00 OFFER:**

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, GIS Data Maintenance and Web Hosting, for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the City of Pawtucket (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
- C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.

Total Price (Year 1 Only): \$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(in figures)

We have included herewith, the unit price bid forms as required by the Instruction to Bidders.

**Unit Price Bid Form**

PROJECT COSTS - YEAR 1

**Task 1 - Maintenance of Parcel and Zoning Boundary GIS Data**

Subtask	Unit Cost (per each)	Estimated Quantity	Subtotal (\$USD)
Address Assessor's Lot Merge		10	
Address Subdivision Plan		6	
Address Zoning Change		2	

*Total Cost, Task 1 =* \_\_\_\_\_

*Total Cost (Task 1) in Words:* \_\_\_\_\_

**Task 2 – GIS Data Quality Control**

Subtask	Unit Cost (per hour)	Estimated Quantity	Subtotal (\$USD)
GIS Technician (subtasks vary)		40	
GIS Project Manager (subtasks vary)		10	

*Total Cost, Task 2 =* \_\_\_\_\_

*Total Cost (Task 2) in Words:* \_\_\_\_\_

**Task 3 – Web-Based Mapping Application Development and Maintenance**

Subtask	Unit Cost (per each)	Estimated Quantity	Subtotal (\$USD)
Develop Web-Based Application		1	
Refresh Web-Based Application		4	

*Total Cost, Task 3 =* \_\_\_\_\_

*Total Cost (Task 3) in Words:* \_\_\_\_\_

**Note:** The sum of costs for Tasks 1, 2, and 3 shown above shall match Total Price shown on the first page of this bid form. All project costs including labor, equipment, materials, overhead, and profit to complete the Work shall be included. Refer to Section 4.0 for a description of the bid items listed above as well as additional information.

**PROJECT COSTS – OPTIONAL YEAR 2**

**Task 1 - Maintenance of Parcel and Zoning Boundary GIS Data**

<b>Subtask</b>	<b>Unit Cost (per each)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
Address Assessor's Lot Merge		10	
Address Subdivision Plan		6	
Address Zoning Change		2	

*Total Cost, Task 1 =* \_\_\_\_\_

*Total Cost (Task 1) in Words:* \_\_\_\_\_

**Task 2 – GIS Data Quality Control**

<b>Subtask</b>	<b>Unit Cost (per hour)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
GIS Technician (subtasks vary)		40	
GIS Project Manager (subtasks vary)		10	

*Total Cost, Task 2 =* \_\_\_\_\_

*Total Cost (Task 2) in Words:* \_\_\_\_\_

**Task 3 – Web-Based Mapping Application Development and Maintenance**

<b>Subtask</b>	<b>Unit Cost (per each)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
Develop Web-Based Application		1	
Refresh Web-Based Application		4	

*Total Cost, Task 3 =* \_\_\_\_\_

*Total Cost (Task 3) in Words:* \_\_\_\_\_

**PROJECT COSTS - OPTIONAL YEAR 3**

**Task 1 - Maintenance of Parcel and Zoning Boundary GIS Data**

<b>Subtask</b>	<b>Unit Cost (per each)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
Address Assessor's Lot Merge		10	
Address Subdivision Plan		6	
Address Zoning Change		2	

*Total Cost, Task 1 =* \_\_\_\_\_

*Total Cost (Task 1) in Words:* \_\_\_\_\_

**Task 2 – GIS Data Quality Control**

<b>Subtask</b>	<b>Unit Cost (per hour)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
GIS Technician (subtasks vary)		40	
GIS Project Manager (subtasks vary)		10	

*Total Cost, Task 2 =* \_\_\_\_\_

*Total Cost (Task 2) in Words:* \_\_\_\_\_

**Task 3 – Web-Based Mapping Application Development and Maintenance**

<b>Subtask</b>	<b>Unit Cost (per each)</b>	<b>Estimated Quantity</b>	<b>Subtotal (\$USD)</b>
Develop Web-Based Application		1	
Refresh Web-Based Application		4	

*Total Cost, Task 3 =* \_\_\_\_\_

*Total Cost (Task 3) in Words:* \_\_\_\_\_

2.00 ACCEPTANCE:

If this Bid is accepted within the time stated in the contract documents, and we fail to commence the Work, the Bid Bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Bond or the difference between this Bid and the Bid upon which the Contract is executed.

In the event our Bid is not accepted within the time stated in the contract documents, the required Bid Bond shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The City of Pawtucket reserves the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

---

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

---

(Authorized signing officer                      Title)

(Seal)

---

(Authorized signing officer                      Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.



**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, \_\_\_\_\_ of \_\_\_\_\_, certify under  
*(principal)* *(corporation)*  
pains and penalties of perjury that said corporation has complied with all the laws of the State of Rhode Island and Providence Plantations relating to taxes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number

END OF SECTION

**ANTI-KICKBACK ACKNOWLEDGMENT**

**ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

Title of RFP:

\_\_\_\_\_

# Appendix B

## CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

### *Preamble*

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

### **CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
  - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
  - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
  - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. **SUBCONTRACTS**

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. **RELATIONSHIP OF PARTIES**

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of

Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreements or participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of

Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
  1. rejected as being non-responsive, or
  2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
  3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the

individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

#### 15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

#### 16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

#### 17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

#### 18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. THIRD PARTY PAYMENTS

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. **PREVAILING WAGE REQUIREMENT**

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works projects.

The rates of pay set forth under this contract, are the minimum to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

Certified weekly payrolls and statement of compliance forms are required from contractors and subcontractors. Submit on State of Rhode Island Department of Labor and Training forms.

27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. **TAXES**

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. **INSURANCE**

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.

- Independent Contractors;
  - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
  - Products and Completed Operations;
  - Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/  
Property Damage, \$500,000 per accident including non-owned and/or hired  
vehicle coverage.

- c. Workers' Compensation Insurance  
As required by the General Laws of Rhode Island.
- Employers liability \$500,000

The City of Pawtucket shall be named as an additional insured on the vendor's Comprehensive General Liability Policy and Automobile Liability Policy.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

a. Suspension of a Contract by the City of Pawtucket  
The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a

longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or

- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;
- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
  - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
  - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

## **Appendix C**

### **Sample Pawtucket Map Modification Documents**

- Sample Administrative Lot Merger Request
- Sample Subdivision Request
- Sample Zoning Change Request
- Sample Lot Merger Deliverables
- Sample Subdivision Deliverables
- Sample Zoning Change Deliverables

**Sample Administrative Lot Merger Request**



City of Pawtucket  
 137 ROOSEVELT AVENUE  
 PAWTUCKET, RHODE ISLAND 02860

**LOT MERGER REQUEST**

Date 3 / 30 / 2015  
 MM - DD YYYY

TO: CITY TAX ASSESSOR

I Soucas, Vincent + Barbara, of  
 Print name (s) of requesting owner(s)

17 SANDYBAY LEAVE SECTION MAI, do  
 Owner's residence address

hereby request a merger of the following lots located in the City of Pawtucket:

PLAT 18

LOT(s) 593 + 594

This said property is located at: 474 Armistice Blvd (and)  
 Number(s) Street

474 Armistice Blvd  
 Number(s) Street

I (We) do hereby certify that I (we) are the true and current owner(s) of the aforementioned properties.

*Vincent Soucas*

Owner's Signature(s)

I do hereby approve/deny the above request, and request that the appropriate Engineering Changes be so affected.

*[Signature]*  
 Signature of Tax Assessor

Distribution: 1 Tax Assessor's File  
 1 Engineering Department

**Sample Subdivision Request**

Bk L3790 Pg 314 #53  
12-31-2014 @ 11:45a

### SUBDIVISION APPROVAL

Plat: 41 Lot(s): 232, 343, 344

Street Address: 625 Narragansett Park Drive

Current Owner: 19 Beverage Hill Realty Trust

Planning Commission Approval: 12/16/14

Zoning Board Approval: N/A

Final Approval: 12/22/14

Map: ✓

Legal Descriptions: ✓

Recording Date: 12/31/14

Plat Card: 1141

Recording Fee: \_\_\_\_\_

CITY OF PAWTUCKET



Precision Surveying, Inc.

19 Mayfield Street

Greenville, RI 02828

(800) 773-0023

info@precisionsurvey.com

## "The 19 Beverage Hill Realty Trust Plat"

### Legal description of Parcel "A"

That parcel of land situated on the northerly side of Narragansett Park Drive in the City of Pawtucket, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at an iron rod at the most southeasterly corner of the herein described parcel;

Thence running northwesterly a distance of three hundred thirty seven and forty one hundredths feet (337.41') bounded westerly by Parcel C on a plan entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale 1"=60', November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828" to an iron rod;

Thence turning an interior angle of 90° and running northeasterly a distance of five hundred thirty three and twenty six hundredths feet (533.26') bounded northerly by land now or formerly of 645 Realty Associates, LLC. and land now or formerly of the State of Rhode Island to a PK nail;

Thence turning an interior angle of 270° and running northwesterly a distance of one hundred sixty and twenty seven hundredths feet (160.27') bounded westerly by land now or formerly of the State of Rhode Island to a PK nail;

Thence turning an interior angle of 59°48'31" and running easterly a distance of seven and fifty one hundredths feet (7.51') bounded northerly by Parcel C on the aforesaid plan to a point of curvature;

Thence following a curve to the right with a radius of twenty five feet (25.00') a distance of thirty and seventy seven hundredths feet (30.77') bounded northerly by said Parcel C to a point of compound curvature;

Thence following a curve to the left with a radius of fifty feet (50.00') a distance of two hundred eighteen and sixty three hundredths feet (218.63') by said Parcel C to an iron rod;

Thence running easterly a distance of three hundred seventy and twelve hundredths feet (370.12') by land now or formerly of Rothemich, land now or formerly of the State of Rhode

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Island, land now or formerly of Bessette, land now or formerly of Mosca and land now or formerly of Wilks to an iron rod;

Thence turning an interior angle of  $90^\circ$  and running southerly a distance of one hundred feet (100.00') by Parcel B on the aforesaid plan to a PK nail;

Thence turning an interior angle of  $200^\circ 20' 27''$  and continuing southerly a distance of three hundred forty four and forty hundredths feet (344.40') bounded westerly by said Parcel A to an iron rod the northerly line of Narragansett Park Drive;

Thence turning an interior angle of  $78^\circ 34' 07''$  and running westerly a distance of one hundred eighty six and sixty three hundredths feet (186.63') along Narragansett Park Drive to a point of curvature;

Thence following a curve to the left with a radius of six hundred twenty five feet (625.00') a distance of two hundred thirty one and forty four hundredths feet (231.44') along Narragansett Park Drive to a point of tangency;

Thence continuing southwesterly along Narragansett Park Drive a distance of four hundred thirty seven and two hundredths feet (437.02') to the iron rod at the point and place of beginning;

Said last course forming an interior angle of  $90^\circ$  with the first course herein described.

Parcel A as herein described containing 348,476 square feet or 8.0 acres more or less.

Being shown as Parcel A on that plan of land entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale 1"=60', November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828"

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**"The 19 Beverage Hill Realty Trust Plat"****Legal description of Parcel "B"**

That parcel of land situated on the northerly side of Narragansett Park Drive in the City of Pawtucket, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at an iron rod at the most southeasterly corner of the herein described parcel;

Thence running northerly a distance of three hundred forty four and forty hundredths feet (344.40') bounded westerly by Parcel A on a plan entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale 1"=60', November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828" to a PK nail;

Thence turning an interior angle of 159°37'33" and continuing northerly a distance of one hundred feet (100.00') bounded westerly by said Parcel A to an iron rod at land now or formerly of Wilks;

Thence turning an interior angle of 90° and running easterly a distance of two hundred forty one and sixty five hundredths feet (241.65') bounded northerly by land now or formerly of Wilks, land now or formerly of Plante, land now or formerly of Latendresse, land now or formerly of Smith, land now or formerly of Ahabchane and land now or formerly of Clark to a point;

Thence turning an interior angle of 98°56'34" and running southeasterly a distance of three hundred ninety eight and seventy nine hundredths feet (398.79') bounded easterly by land now or formerly of Biodetek, Inc. to a Granite Bound;

Thence turning an interior angle of 90° and running southwesterly a distance of one hundred eighty six feet (186.00') along Narragansett Park Drive to the point and place of beginning;

Said last course forming an interior angle of 101°25'53" with the first course herein described.

Parcel B as herein described containing 94,174 square feet or 2.16 acres more or less.

Being shown as Parcel B on that plan of land entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale 1"=60', November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828"



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Greenville, RI 02828

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## "The 19 Beverage Hill Realty Trust Plat"

### Legal description of Parcel "C"

That parcel of land situated on the northerly side of Beverage Hill Avenue and Narragansett Park Drive in the City of Pawtucket, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at an iron rod at the most southeasterly corner of the herein described parcel;

Thence running northerly bounded westerly by land now or formerly of Beverage Hill Commons Condominium, land now or formerly of Collins and land now or formerly of the State of Rhode Island a distance of nine hundred ninety seven and sixty seven hundredths feet (997.67') to an iron rod;

Thence turning an interior angle of  $88^{\circ}02'03''$  and running easterly bounded northerly by land now or formerly of the State of Rhode Island, land now or formerly of Dutra, land now or formerly of Yubiccia, land now or formerly of Avila, land now or formerly of Peloquin, land now or formerly of Moreno, land now or formerly of Ospina, land now or formerly of Corcoran, land now or formerly of Pereira, land now or formerly of Trombley, land now or formerly of Baxter, land now or formerly of Lawson and land now or formerly of Rothemich a distance of seven hundred seventy five and three hundredths feet (775.03') to an iron rod at point of curvature;

Thence following a curve to the right with a radius of fifty feet (50.00') a distance of two hundred eighteen and sixty three hundredths feet (218.63') by land now or formerly of 19 Blue Beverage Hill Realty Trust to a point of compound curvature;

Thence following a curve to the left with a radius of twenty five feet (25.00') a distance of thirty and seventy seven hundredths feet (30.77') by land now or formerly of 19 Blue Beverage Hill Realty Trust to a point of tangency;

Thence running westerly a distance of three hundred sixty two and fifty one hundredths feet (362.51') by land now or formerly of the State of Rhode Island & land now or formerly of 645 Realty Associates, LLC. to a Gin Spike;

Thence turning an interior angle of  $282^{\circ}58'13''$  and running southeasterly a distance of two hundred fifty feet (250.00') by land now or formerly of 645 Realty Associates, LLC. to a point;

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Thence turning an interior angle of  $197^{\circ}13'16''$  and running southeasterly a distance of one hundred feet (100.00') by land now or formerly of 645 Realty Associates, LLC. to a Gin Spike;

Thence turning an interior angle of  $90^{\circ}$  and running southwesterly a distance of one hundred fifty two and forty hundredths feet (152.40') by Parcel A on a plan entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale  $1''=60'$ , November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828" to a PK nail;

Thence turning an interior angle of  $269^{\circ}59'06''$  and running southeasterly a distance of three hundred thirty seven and forty one hundredths feet (337.41') by Parcel A on said plan to an iron rod in the northerly line of Narragansett Park Drive;

Thence turning an interior angle of  $90^{\circ}$  and running southwesterly a distance of one hundred sixty nine and seven hundredths feet (169.07') along Narragansett Park Drive to a point of curvature;

Thence following a curve to the left with a radius of one hundred twenty five feet (125.00') a distance of one hundred thirty four and seventy eight hundredths feet (134.78') to a point of reverse curvature;

Thence following a curve to the right with a radius of forty two and eighty nine hundredths feet (42.89') a distance of sixty seven and thirty two hundredths feet (67.32') along Narragansett Park Drive to a point of tangency on the northerly side of Beverage Hill Avenue;

Thence running westerly a distance of two hundred two and twenty one hundredths feet (202.21') to the northerly line of Beverage Hill Avenue to the point and place of beginning;

Said last course forming an interior angle of  $89^{\circ}57'32''$  with the first course herein described.

Parcel C as herein described containing 381,763 square feet or 8.76 acres more or less.

Being shown as Parcel C on that plan of land entitled "Minor Subdivision Plan, The 19 Beverage Hill Realty Trust Plat, Plat 41, Lots 343, 344 and 232, 625 Narragansett Park Drive, Pawtucket, RI, Scale  $1''=60'$ , November 5, 2014 revised 12/07/14, 12/28/14, Prepared for 19 Beverage Hill Realty Trust & 19 Blue Beverage Realty Trust, 233 Needham Street – Suite #500, Newton, MA 02464-1573, Prepared by: Precision Surveying, Inc., 19 Mayfield Street, Greenville, RI 02828"



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## "The 19 Beverage Hill Realty Trust Plat"

### Legal description of Right of Way

That Right of Way situated off of the northerly side of Beverage Hill Avenue in the City of Pawtucket, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at an iron rod at the southeasterly corner of the herein described easement;

Thence running northerly bounded westerly by land now or formerly of Beverage Hill Commons Condominium, land now or formerly of Collins and land now or formerly of the State of Rhode Island a distance of nine hundred ninety seven and sixty seven hundredths feet (997.67') to an iron rod;

Thence turning an interior angle of 88°02'03" and running easterly bounded northerly by land now or formerly of the State of Rhode Island, land now or formerly of Dutra, land now or formerly of Yubiccia, land now or formerly of Avila, land now or formerly of Peloquin, land now or formerly of Moreno, land now or formerly of Ospina, land now or formerly of Corcoran, land now or formerly of Pereira, land now or formerly of Trombley, land now or formerly of Baxter, land now or formerly of Lawson and land now or formerly of Rothemich a distance of seven hundred seventy five and three hundredths feet (775.03') to a point of curvature;

Thence following a curve to the right with a radius of fifty feet (50.00') a distance of two hundred eighteen and sixty three hundredths feet (218.63') to a point of compound curvature;

Thence following a curve to the left with a radius of twenty five feet (25.00') a distance of thirty and seventy seven hundredths feet (30.77') to a point of tangency;

Thence running westerly a distance of six hundred twenty six and seventy hundredths feet (626.70') to a point of curvature, said line being parallel and fifty feet (50.00') southerly from the second line described herein;

Thence following a curve to the left with a radius of twenty five feet (25.00') a distance of forty and thirteen hundredths feet (40.13') to a point of tangency;

Thence running southerly a distance of nine hundred twenty and two hundredths feet (920.02') to the northerly line of Beverage Hill Avenue, said line being parallel and fifty feet (50.00') easterly from the first line described herein;

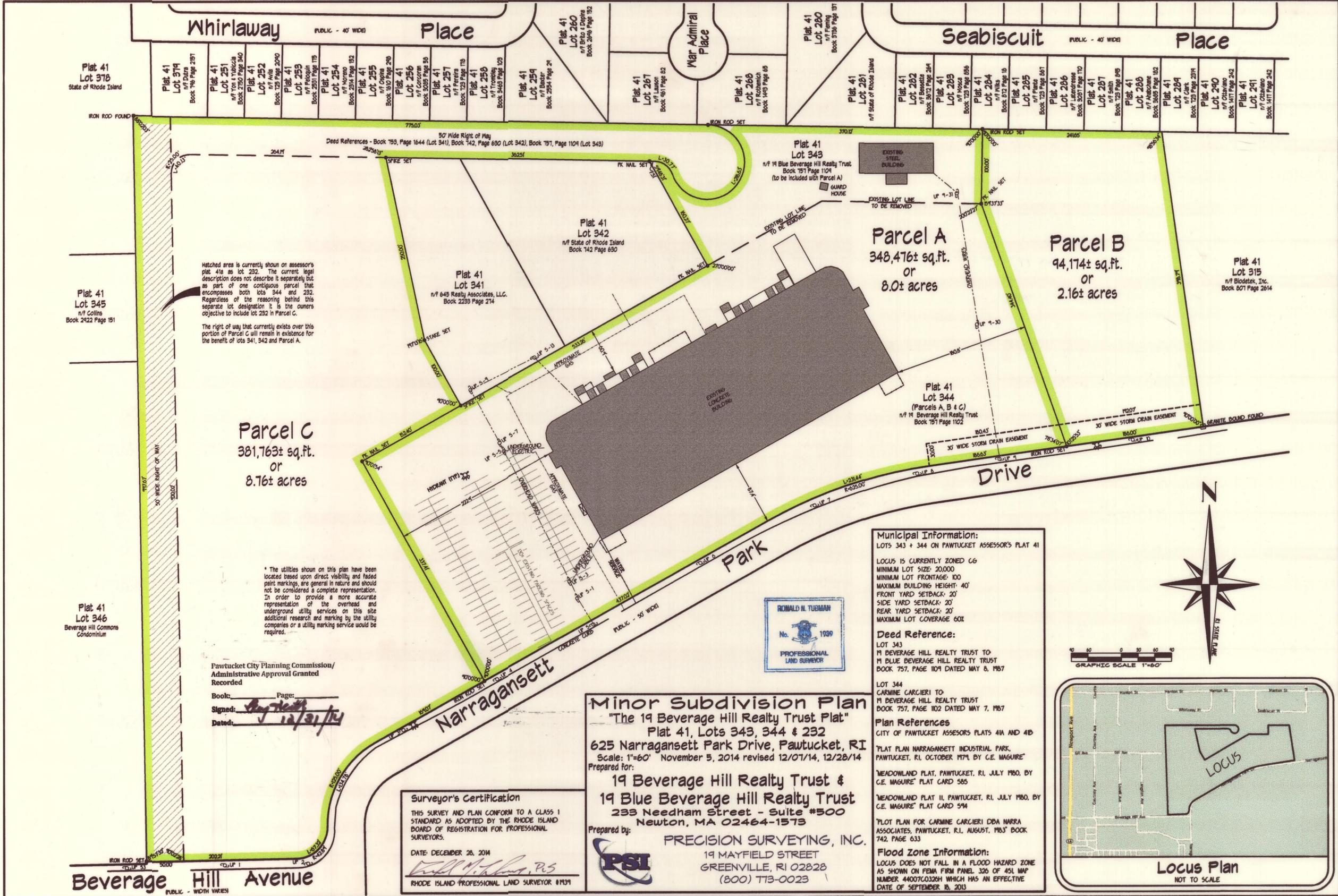


**Precision Surveying, Inc.**

19 Mayfield Street  
Greenville, RI 02828  
(800) 773-0023  
info@precisionsurvey.com

Thence turning an interior angle of  $90^{\circ}02'28''$  and running westerly along Beverage Hill Avenue a distance of fifty feet (50.00') to the point and place of beginning;

Said last course forming an interior angle of  $89^{\circ}57'32''$  with the first course herein described.



Hatched area is currently shown on assessor's plat 41a as lot 232. The current legal description does not describe it separately but as part of one contiguous parcel that encompasses both lots 344 and 232. Regardless of the reasoning behind this separate lot designation, it is the owners' objective to include lot 232 in Parcel C. The right of way that currently exists over this portion of Parcel C will remain in existence for the benefit of lots 341, 342 and Parcel A.

\* The utilities shown on this plan have been located based upon direct visibility and faded paint markings, are general in nature and should not be considered a complete representation. In order to provide a more accurate representation of the overhead and underground utility services on this site additional research and marking by the utility companies or a utility marking service would be required.

Pawtucket City Planning Commission/  
Administrative Approval Granted  
Recorded  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Signed: *[Signature]*  
Dated: *12/21/14*

**Surveyor's Certification**  
THIS SURVEY AND PLAN CONFORM TO A CLASS I STANDARD AS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL SURVEYORS.  
DATE: DECEMBER 28, 2014  
*[Signature]*  
RHODE ISLAND PROFESSIONAL LAND SURVEYOR #1131

**Minor Subdivision Plan**  
"The 19 Beverage Hill Realty Trust Plat"  
Plat 41, Lots 343, 344 & 232  
625 Narragansett Park Drive, Pawtucket, RI  
Scale: 1"=60' November 5, 2014 revised 12/07/14, 12/28/14  
Prepared for:  
**19 Beverage Hill Realty Trust & 19 Blue Beverage Hill Realty Trust**  
233 Needham Street - Suite #500  
Newton, MA 02464-1573  
Prepared by:  
**PRECISION SURVEYING, INC.**  
19 MAYFIELD STREET  
GREENVILLE, RI 02828  
(800) 773-0023

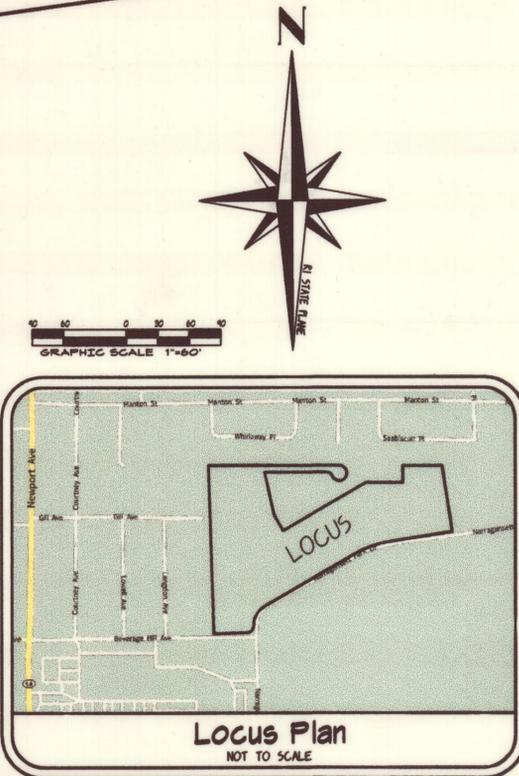


**Municipal Information:**  
LOTS 343 + 344 ON PAWTUCKET ASSESSOR'S PLAT 41  
LOCUS IS CURRENTLY ZONED C6  
MINIMUM LOT SIZE: 20,000  
MINIMUM LOT FRONTAGE: 100  
MAXIMUM BUILDING HEIGHT: 40'  
FRONT YARD SETBACK: 20'  
SIDE YARD SETBACK: 20'  
REAR YARD SETBACK: 20'  
MAXIMUM LOT COVERAGE: 60%

**Deed Reference:**  
LOT 343  
19 BEVERAGE HILL REALTY TRUST TO 19 BLUE BEVERAGE HILL REALTY TRUST BOOK 757, PAGE 109 DATED MAY 8, 1987  
LOT 344  
CARMINE CARCIERI TO 19 BEVERAGE HILL REALTY TRUST BOOK 757, PAGE 102 DATED MAY 7, 1987

**Plan References**  
CITY OF PAWTUCKET ASSESSORS PLATS 41A AND 41B  
"PLAT PLAN NARRAGANSETT INDUSTRIAL PARK, PAWTUCKET, RI, OCTOBER 1974, BY C.E. MAGUIRE"  
"MEADOWLAND PLAT, PAWTUCKET, RI, JULY 1980, BY C.E. MAGUIRE" PLAT CARD 585  
"MEADOWLAND PLAT II, PAWTUCKET, RI, JULY 1980, BY C.E. MAGUIRE" PLAT CARD 594  
"PLOT PLAN FOR CARMINE CARCIERI DBA NARRA ASSOCIATES, PAWTUCKET, RI, AUGUST, 1983" BOOK 742, PAGE 633

**Flood Zone Information:**  
LOCUS DOES NOT FALL IN A FLOOD HAZARD ZONE AS SHOWN ON FEMA FIRM PANEL 326 OF 451 MAP NUMBER 44007C0326H WHICH HAS AN EFFECTIVE DATE OF SEPTEMBER 18, 2013



#1141  
RECEIVED ON FILE  
Pawtucket, RI 12-31-14  
*[Signature]*  
Clerk  
BX 3790  
Pg 314

OFFICE: Engineering  
DRAWER: 123  
SHEET: 58

**Sample Zoning Change Request**

# City of Pawtucket

## CHAPTER

3035

## APPROVED

7/11/2013

AN ORDINANCE IN AMENDMENT OF CHAPTER 410 OF THE CODE OF ORDINANCES OF THE CITY OF PAWTUCKET 1996, ENTITLED "ZONING" (Official Map –1101 Newport Avenue, AP12 LOT738) AS AMENDED.

WHEREAS, an ordinance entitled "Zoning Ordinance" of Pawtucket, Rhode Island, designated as Chapter 2373 of the ordinances of the City of Pawtucket was approved on December 19, 1994, and such ordinance is further identified as Chapter 410 of the Revised Ordinances of the City of Pawtucket, and

WHEREAS, by the terms of said Chapter 2373, the regulations, restrictions, and boundaries set forth in the ordinance may, from time to time, be amended, and

WHEREAS, it is deemed appropriate that certain changes be made to the zoning ordinance and zoning district maps and that the public convenience and general welfare will be served thereby, and

WHEREAS, the proposed amendments to the zoning ordinance and zoning district map have followed the procedure set forth in Chapter 410-121, and

WHEREAS, the Pawtucket City Planning Commission has reviewed the proposed amendments and found that they are in conformance with the Pawtucket Comprehensive Plan for Land Use as amended and the general purposes of zoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PAWTUCKET AS FOLLOWS:

Section 1. Chapter 410 of the ordinances of the City of Pawtucket, Rhode Island, and that portion establishing the official zoning map, is hereby amended by changing the official zoning map, readopted on December 19, 1994 as Chapter 2373. 1101 Newport Avenue, Assessor's Parcel 120738, is changed from the Residential Two-Family (RT) district to a Commercial General (CG) district.

Section 2. The area is restricted in its uses. The following uses as listed in Section 410-12, Table of Use Regulations, City of Pawtucket Zoning Ordinance are prohibited:

**7. General Commercial Uses**

- A. Grocery store over 20,000 square feet.
- D. Tavern with liquor license.
- E. Any commercial use with a drive-in window.
- G. Nightclub

**8. Personal Services**

- D. Funeral services.
- S. Pet Care services.

**13. Amusement/recreation services**

- C. Bowling alley, billiards and pool.
- E. Non-gambling coin-operated amusement devises (game rooms).

Section 3. This amendment includes the following stipulations:

1. Illuminated lighting will be allowed outside, but must be turned off ½ hour after the close of business.
2. Hours of operation will be restricted from 7:00 a.m. until 7:00 p.m. – seven days per week.

Section 4. This amendment will not become effective until final passage by the City Council and entered on the official zoning map.

ORDINANCE OF THE  
CITY OF PAWTUCKET

INTRODUCED AND  
LAID ON THE TABLE

/ /

CHAPTER # 3035

Clerk

AN ORDINANCE IN AMENDMENT OF CHAPTER 410  
OF THE CODE OF ORDINANCES OF THE CITY  
OF PAWTUCKET, 1996, ENTITLED "ZONING"  
(1101 Newport Avenue AP12 L738),  
AS AMENDED

LAID ON THE TABLE AND REFERRED TO THE  
COMMITTEE

/ /

Clerk

COMMITTEE  
RECOMMENDS

/ /

Chair

READ AND GIVEN FIRST PASSAGE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

/ /

Clerk

READ AND GIVEN SECOND PASSAGE

AYES 7 NOES 0

Richard Goldst 7/10/2013 Clerk

APPROVED

7 / 11 / 2013

[Signature] MAYOR

*Zoning  
Planning  
TAX ASSESSORS  
Engineering  
NBAK*

**Sample Lot Merger Deliverables**

# Engineering Change, City of Pawtucket

Date: 07 / 02 / 2015

Plat No.: 18 B

Street(s):

Location No.(s):

Merger

By Owner

By Assessor

Subdivision--

Abandonment--

Lot No.	Area	DESCRIPTION - ACTION
593	4,598	Drop into lot 1021
594	4,340	" " "
New Lot No.	New Area	Location Address(es) & Owner(s)
1021	8938	474 Armistice Blvd.

Comments: Combine lots 593 and 594 into lot 1021

plat card # and recording date N/A  
 Discrip bk/pg + recording date N/A

Check list:	Date: mm / dd / yy	Initials	Item Description
	1 / 1		Abandoned St. Book & db
	1 / 1		Street Plans
	1 / 1		Street Card Index
	1 / 1		City Street Plan
	1 / 1		Base Map
ENGINEERING DEPARTMENT	7 / 19 / 15	JM	Plat Map
	7 / 19 / 15	JM	Zoning Map
	7 / 19 / 15	JM	Change Card
	7 / 19 / 15	JM	Next Number File
	7 / 19 / 15	JM	Address File, (Sewer Connection DB)
			P/C: Drawer / Sheet
ASSESSOR'S OFFICE	1 / 1		Plat Board
	1 / 1		Change Book
	1 / 1		Assessors Query
	1 / 1		Plan Book





**Sample Subdivision Deliverables**

# Engineering Change, City of Pawtucket

Date: 1 / 2 / 2015

Plat No.: 41A+B

Street(s): 625 Narragansett Park Dr

Location No.(s):

Merger

By Owner

By Assessor

Subdivision--

Abandonment--

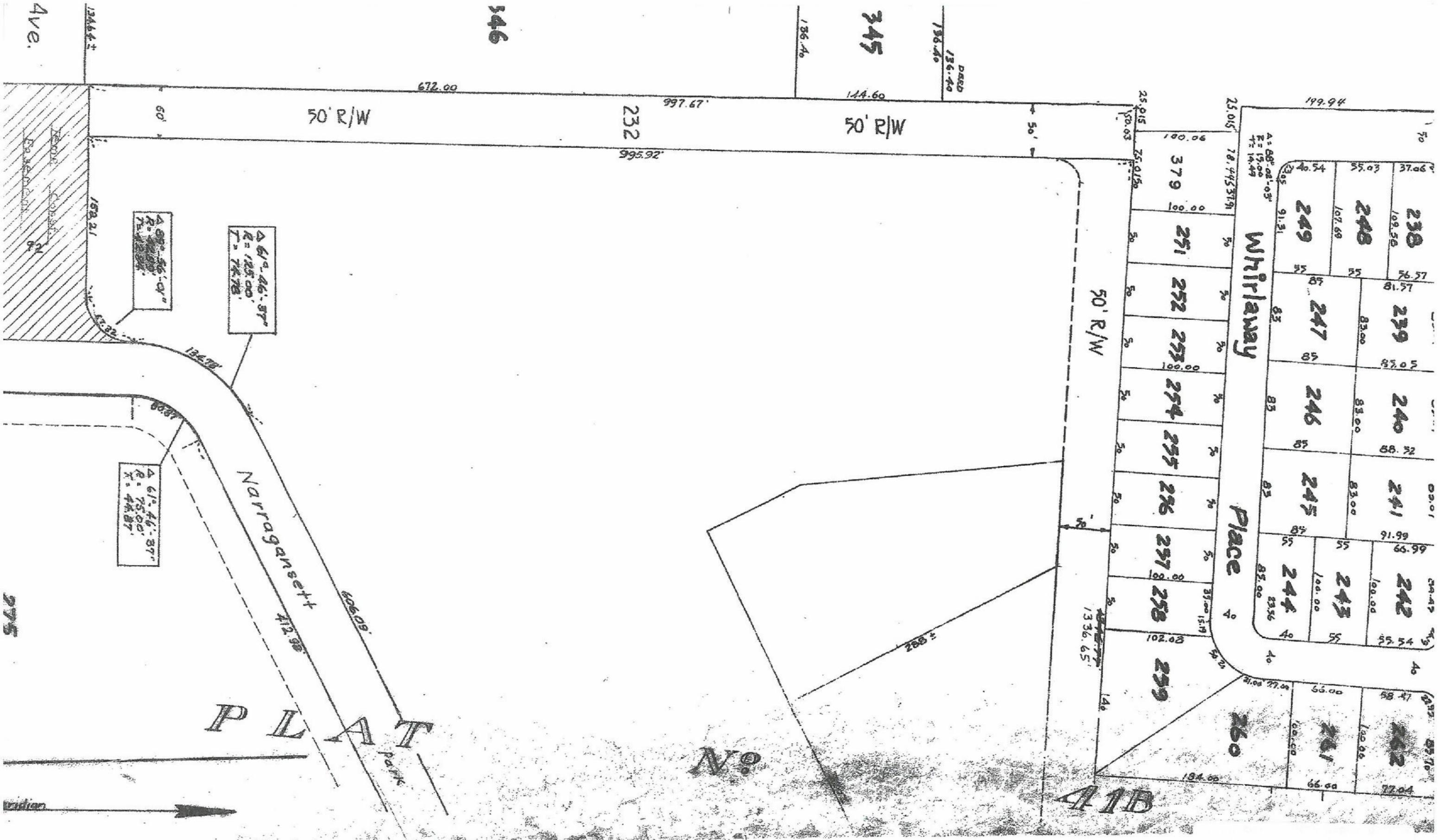
Lot No.	Area	DESCRIPTION - ACTION
232	49,796 A <sup>2</sup>	subdivide into Lots 381, 382, 383
343		
344		
New Lot No.	New Area	Location Address(es) & Owner(s)
381	381,763 A <sup>2</sup>	625 Narragansett Park Dr, 19 Beverage Hill Realty Trust
382	348,476 A <sup>2</sup>	& 19 Blue Beverage Hill Realty Trust
383	94,174 A <sup>2</sup>	

Comments: Lots 232 (Plat 41A), 343 (Plat 41B), and 344 (Plats 41A + 41B) subdivided into Lots 381 (Plats 41A + 41B), 382 (Plats 41A + 41B), and 383 (Plat 41B)

plat card # and recording date PC#1141, 12/31/14

Discrip bk/pg + recording date Bk 3790, Pg 314, 12/31/14

Check list:	Date: mm / dd / yy	Initials	Item Description
	1 / 1		Abandoned St. Book & db
	1 / 1		Street Plans
	1 / 1		Street Card Index
	1 / 1		City Street Plan
	1 / 1		Base Map
ENGINEERING DEPARTMENT	01 / 02 / 15	RS	Plat Map
	01 / 02 / 15	RS	Zoning Map
	01 / 02 / 15	RS	Change Card
	01 / 02 / 15	RS	Next Number File
	01 / 02 / 15	RS	Address File, (Sewer Connection DB)
	3 / 1 / 10-17	RS	P/C: Day Book / Page
	123 / 1 / 58	RS	P/C: Drawer / Sheet
ASSESSOR'S OFFICE	1 / 1		Plat Board
	1 / 1		Change Book
	1 / 1		Assessors Query
	1 / 1		Plan Book



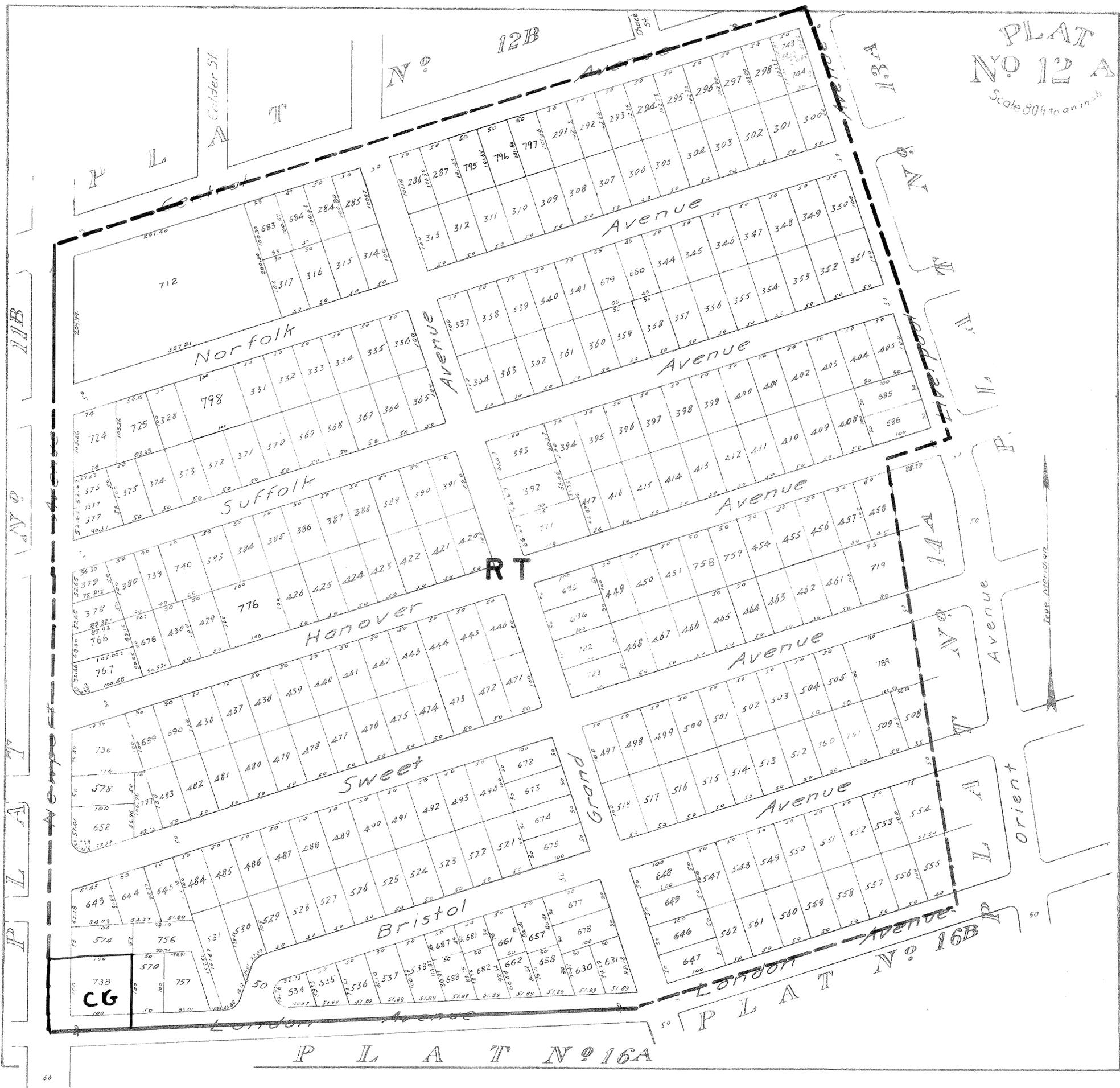
**BEFORE CHANGE**  
Plat 41A







**Sample Zoning Change Deliverables**

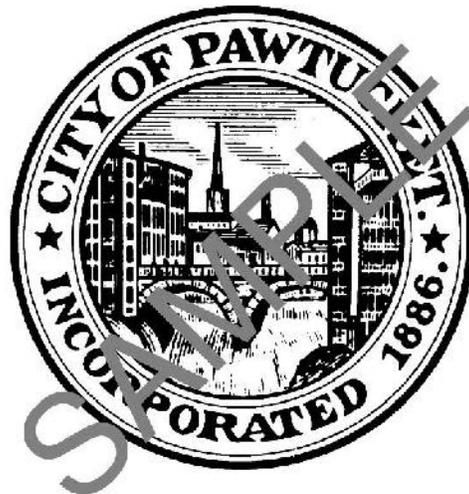


**Appendix D**

**City of Pawtucket Standard Form of Agreement (Sample)**

**CONTRACT AGREEMENT  
FOR:**

**PROJECT\_TITLE**



**PAWTUCKET, RHODE ISLAND**

PURCHASING DIVISION  
137 ROOSEVELT AVE.  
PAWTUCKET, RHODE ISLAND

MM/DD/YYYY

**CONTRACT AGREEMENT**

**PROJECT\_TITLE**  
Pawtucket, Rhode Island

**1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this ##th day of #####, 2015 between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island (hereinafter the "City") and VENDOR, a company authorized to do business in the State of Rhode Island, with a business address of ##### (hereinafter the "Consultant").

**2. SCOPE OF CONSULTANT SERVICES**

This is a contract to provide the City with consulting services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

- Exhibit 1 – RFP #####;
- Exhibit 2 – Rhode Island Department of Labor and Training Municipal Contract Addendum;

and all addenda issued and any resulting negotiations, and the RFP response received by the City from the Consultant.

**3. COMPENSATION FOR SERVICES**

The City shall pay the Consultant in the following sums for work performed under this Agreement after the effective date as set out below:

\$#####

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

**4. RHODE ISLAND LAW AND FORUM**

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

**5. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

Andrew Silvia, PE, Chief of Project Development  
250 Armistice Boulevard  
Pawtucket, RI 02860

If to the Consultant:

#####

**6. COMPLIANCE WITH LAWS**

Consultant shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

**7. TIMEFRAME TO COMPLETE**

The Consultant shall complete the consulting services located in the City of Pawtucket, Rhode Island no later than #####.

**8. WAIVERS**

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Consultant shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Consultant to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Consultant's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONSULTANT (VENDOR)**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**CITY OF PAWTUCKET**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

