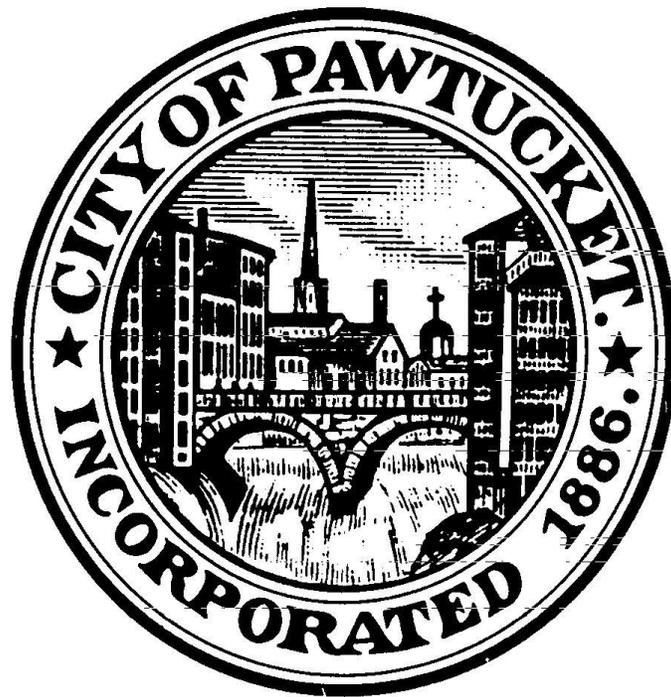


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



RFP #16-006
Citywide Stormwater Quality Master Plan

March 3, 2016

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1.0 - Bid/Solicitation Information

Schedule

Pre- Proposal Conference: No Yes

March 11, 2016 @ 9:00 AM

***** **Mandatory** *****

Location:

City Hall, Room 303
137 Roosevelt Avenue
Pawtucket, RI 02860

Requests for Further Information:

March 16, 2016, 2016 @ 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

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:

March 24, 2016 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/Proposal # and Project Name** to:

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

Bonds/Surety Required

Bid Bond: No Yes

Fidelity Bond: No Yes

Performance and Payment Bond: No Yes

The successful respondent will be required to furnish all insurance documentation as outlined in the attached General Terms & Conditions of Purchase.

Miscellaneous

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

- It is the respondent's responsibility to examine all specifications and site conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Respondents 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 respondent. 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 respondent 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 respondent 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 respondent 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 respondent, 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 Proposals, the Owner will cause to be opened and publicly read aloud every Proposal received within the time set for receiving Proposals, irrespective of any irregularities therein. Respondents 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 Consultant, 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 respondent's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- Respondents 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.
- Respondents 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.
- Proposals 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, or that specified in an addendum to this Request.
- Interpretations or Addenda: No oral interpretation will be made to any Respondent 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 Proposals will be given consideration. Every interpretation made to a Respondent 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 Proposals are opened. In addition, all Addenda will be e-mailed to each person holding Contract Documents, but it shall be the Respondent's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Respondents shall be bound by such Addenda, whether or not received by the Respondents.
- Each Respondent 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 Respondent to perform his obligations under the Contract and the Respondent shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the Owner that the Respondent is qualified to carry out properly the terms of the Contract.

3.0- Overview

3.1 Project Overview

The City of Pawtucket Department of Public Works (“DPW”) seeks proposals from qualified science and/or engineering firms (“the Consultant” or “the Respondent”) for the purpose of developing a citywide stormwater quality master plan (“the Project”). Generally, the Consultant’s required scope of services shall include developing a GIS map of the City’s closed drainage system, conceptual design of ten (10) high-priority capital improvement projects (CIPs) and/or best management practices (BMPs), and a variety of educational and promotional materials relative to the Project. The Comprehensive scope of services, and the required project schedule, are outlined in Section 4.0.

3.2 Project Background

- *Purpose:* The DPW is responsible for management of the City’s drainage system, but struggles to efficiently develop and deploy stormwater quality BMPs and CIPs. The Project is intended to help address these challenges by providing DPW with an informed plan for stormwater practices and projects, and to build public support for that plan.
- *Funding:* The Project is being supported by grant funding made available by the EPA and administered locally by the New England Interstate Water Pollution Control Commission (NEIWPCC), as well as a matching contribution from the City’s general fund. An overall Project budget of \$100,110 has been established.
- *Existing Information:* The Project is intended to focus on the City’s closed drainage system and its directly contributing drainage area. It is estimated that between 5-15% of the City’s total storm drainage system is separated; the remainder is combined sewer. There are 49 stormwater outfalls in the City. Of these, 19 are combined sewer overflow structures owned by the Narragansett Bay Commission, and the remainder is assumed to be separate storm drain (MS4). The DPW maintains the following information regarding this system, all of which is available for Respondents’ review upon request:
 - Record plans in hard copy and scanned image (.TIFF or .PDF) formats. The extent of the system illustrated on these plans has not yet been determined.
 - Citywide maps (2) of the City’s combined and separate sewer systems
 - Stormwater outfall locations in GIS point shapefile format
 - Drainage system geodatabase file created by DPW in 2015. Very limited population of system data has occurred to date.

It is expected that the Consultant will also leverage information available from RIGIS (elevation data, impervious cover, land use information, etc.) and other sources in completing the Project. The DPW will also support the Consultant’s efforts as outlined in the grant agreement.

4.0 - Scope of Work

4.1 Location

The Project site is the City of Pawtucket; specifically, those segments of the City in which drainage system components are installed.

4.2 General Requirements

- *Required Design Disciplines:* The Consultant shall utilize credentialed professionals from the following design disciplines in its delivery of the Project:

- Civil Engineering
 - Geographic Information Systems
 - Marketing and/or Graphic/Media Design
 - Landscape Architecture (preferred, not required)
- *Invoices:* Project invoices shall correspond to the Task-based scope of work outlined in Section 4.3, and the pricing proposal included in Section 11.0. Progress payments based on percentage of Task(s) completed shall be allowed.
 - *Site Access:* On-Site investigation of drainage system components shall be coordinated with DPW. If DPW personnel are unavailable to accompany the Consultant for these investigations, a Police Detail may be required.
 - *Administrative Requirements per Grant Agreement:* The Consultant shall comply with all applicable requirements noted in the agreement between the City and NEIWPCC, which is included herewith as Appendix D. Notable among these are requirements to prepare a Quality Assurance Project Plan (QAPP), and to develop GIS data in conformance with the EPA's National Geospatial Data Policy.
 - *Deliverable format:* Unless otherwise noted herein or directed by the City, the Consultant shall provide the Project deliverables in the following sizes and formats:
 - Reports and Memoranda: One (1) printed copy on 8.5"x11" recycled paper plus digital (PDF) copy.
 - Drawings and Plans: One (1) printed copy on 11"x17" recycled paper plus digital (PDF) copy and source file (AutoCAD 2013-compatible .dwg)
 - GIS Data: Source file in ESRI-compatible format, e.g. geodatabase and shapefile.
 - Promotional Video: Source file provided in YouTube-compatible format, e.g. .MOV, .MPEG4, .MP4, .AVI, .WMV, etc.
 - Other Promotional Materials: To Be Determined by DPW
 - Meetings: at least one (1) team member's in-person attendance at the Public Works Center. Meeting format (e.g. in-person, teleconference, etc.) may vary with DPW permission. All meetings require production of a memorandum documenting the minutes of the meeting.

4.3 Scope Detail

The Consultant shall provide all labor, equipment, and materials necessary to complete the Project. At a minimum, the Project shall fulfill the scope outlined in the grant agreement provided in Appendix D. In order to fulfill the agreement, the Consultant shall perform the following Project Tasks (numbered per the grant agreement):

Task 1: Procurement of Services

- *Required Minimum Effort*
None. Task to be completed by others.
- *Deliverables*
None. Task to be completed by others.

Task 2: Develop Quality Assurance Project Plan (QAPP)

- *Required Minimum Effort*
 - Review the grant agreement and relevant background information supplied by DPW and others.
 - Attend a Project kickoff meeting with DPW to affirm Project scope and approach to QAPP development.
 - Develop a draft QAPP per NEIWPCCC guidelines and submit to NEIWPCCC for review
 - Receive NEIWPCCC and EPA comments regarding draft QAPP. Revise and resubmit to NEIWPCCC as necessary.
 - Note: Task 2 must be complete prior to commencing any work related to Tasks 3 – 9 or Task 11.
- *Deliverables*
 - One (1) draft QAPP document, formatted per NEIWPCCC guidelines
 - One (1) approved (i.e. final) QAPP document, formatted per NEIWPCCC guidelines
 - Attendance at project kickoff meeting. Assume 2-hour meeting duration.

Task 3: Characterize and Map Approximate Drainage Areas for Stormwater Outfalls

- *Required Minimum Effort*
 - Modify the DPW's existing drainage system geodatabase to achieve compliance with EPA's National Geospatial Data Policy, **or**, with DPW approval, develop a new geodatabase format per this policy.
 - Populate the drainage system geodatabase (or similar GIS files) through desktop analyses including consultation of City record drawings, leveraging RIGIS data, etc. The following data—where available—shall be populated for the drainage systems contributing to each of the City's 49± outfalls:
 - Total drainage area contributing to the outfall, and within this area:
 - Hydrologic soil group boundaries
 - Surface cover type boundaries
 - Other land use characteristics that may affect runoff quality
 - Contributing drainage system horizontal and vertical layout, including location of structures and connectivity information (pipe types and sizes, inverts, etc.).
- *Deliverables*
 - GIS dataset (e.g. geodatabase file) representing the City's drainage system

Task 4: Select 10 Drainage Areas for Conceptual Design Work

- *Required Minimum Effort*
 - Develop a draft list of 10 drainage areas wherein conceptual BMP/CIP design will be focused. These areas should be selected to maximize the value of future programming and capital investments. Criteria for the selection process may include opportunity for pollution control, anticipated cost, infiltrative capacity of soil, available land in low-lying areas and areas contiguous to areas of stormwater management concern.
 - Conduct one (1) meeting with DPW staff to review the suggested drainage areas
 - If necessary, revise list of 10 drainage areas per DPW feedback.
- *Deliverables*
 - DPW-approved list of 10 drainage areas for conceptual design work

Task 5: Conduct Field Assessment of Drainage Systems in 10 Selected Areas

- *Required Minimum Effort*
 - Conduct a field assessment (i.e. mobilize Project staff and equipment) of drainage systems within each the 10 selected areas. The intent of this Task is to verify detailed drainage system information (e.g. structure rim elevations, depth to inverts, connectivity, etc.) illustrated per Task 3. It is intended that DPW staff will assist in locating and accessing drainage system elements for inspection and field measurement. Field measurements shall be recorded using GPS-enabled GIS data collection equipment, and added to the GIS information developed per Task 3.
 - Collect photos of each drainage system element inspected, looking down from the access port at grade.
- *Deliverables*
 - Updated GIS dataset representing drainage system

Task 6: Prepare Conceptual BMP Designs in 10 Selected Areas

- *Required Minimum Effort*
 - Review additional base mapping information available from RIGIS, the City, Google Earth, and utility companies including:
 - Roadways with major roads named and ownership identified
 - Hydrography and wetlands
 - Utility facility locations (approximate)
 - Habitat and cultural resources
 - Property boundaries
 - Develop conceptual location and configuration of proposed structural BMPs. Structural BMPs shall be developed in accordance with the Rhode Island Stormwater Design and Installation Standards Manual (RISDISM), and shall utilize green infrastructure design techniques to the maximum extent practicable.
 - Develop programmatic BMP recommendations (e.g. targeted notification regarding pet waste disposal, intensified source control activities, etc.)
 - Prepare order-of-magnitude opinion of probable cost for each BMP. Cost opinions shall reflect a consistent time horizon (e.g. 5 years) and shall account for costs associated with design, construction/installation, ongoing maintenance, and a reasonable contingency.
 - Prepare summary of candidate BMPs considered, noting rationale for each selection, and its associated advantages and limitations.
- *Deliverables*
 - Memorandum (or, preferably, section of an overall Project report) summarizing candidate BMPs including cost opinions and descriptions as noted above, and conceptual design plans per each proposed structural BMP.

Task 7: Model Conceptual BMPs and Develop Prioritized List

- *Required Minimum Effort*
 - Utilize a model to determine the pollutant load reduction benefit of each BMP proposed. Model results should highlight BMPs' performance in removing TMDL pollutants of concern. The Consultant should utilize the Simple Method (as outlined in the RISDISM), or a similar method approved per the QAPP, in modeling BMP performance.
 - Develop a cost-benefit ratio for all BMPs, and prepare a list of BMPs prioritized per this ratio.

- *Deliverables*
 - Memorandum (or, preferably, section of an overall Project report) summarizing modeling method, inputs, and results.
 - Prioritized list (within the memorandum/report) of BMPs, sorted by cost-benefit ratio

Task 8: Conduct Community Outreach

- *Required Minimum Effort*
 - In order to involve the public in decision-making around infrastructure improvements and program development, conduct a public Project workshop with elected officials at a City Council meeting or special workshop. The workshop shall include a presentation and brief overview of the Project, priority BMPs and their anticipated costs.
- *Deliverables*
 - One (1) meeting with elected officials
 - Public workshop materials including presentation file(s), handouts, etc.

Task 9: Prepare Promotional Materials

- *Required Minimum Effort*
 - Design door hangers for distribution within the watersheds of the City's three (3) rivers, i.e. three (3) separate door hangers. Door hangers should advise property owners as to actions they can take to reduce the pollutants of concern for their watershed.
 - Produce a YouTube video that illustrates the region's (i.e. Upper Narragansett Bay, Pawtucket) stormwater challenges generally, and an overview of the Project and its intended benefits. Development of the video concept shall be coordinated with DPW prior to commencing production work.
- *Deliverables*
 - Three (3) separate image files representing door hangers, formatted appropriately for reproduction
 - Video file of Project promotional film

Task 10: Prepare Quarterly Grant Reports

- *Required Minimum Effort*
 - Prepare brief (1-2 page) reports of Project progress for quarterly submission to NEIWPC. Reports shall comply with Article I, Section A.(2)(a) of the grant agreement in terms of required content. Assume six (6) reports will be required over the term of the Project. Report filing deadlines shall be as follows:
 - April 10 for work performed January – March
 - July 10 for work performed April – June
 - October 10 for work performed July – September
 - January 10 for work performed October - December
- *Deliverables*
 - Six (6) quarterly Project reports

Task 11: Prepare Final Grant Report

- *Required Minimum Effort*
 - Prepare a final report of Project outcomes in accordance with the terms of the grant agreement. It is anticipated that the final report will be transmitted

electronically, so as to permit inclusion of all Project deliverables. The final report must be submitted to NEIWPC by May 31, 2017.

- *Deliverables*
 - One (1) final grant report, including all deliverables per Tasks 2-9.

4.4 Meetings

In addition to the meetings mentioned under the Scope of Services, the Consultant shall assume a total of three (3) meetings with City DPW staff. Consultants shall account for travel time, meeting preparation, meeting time, and preparation of meeting minutes in formulating a proposed fee per meeting.

4.5 Project Schedule

The Consultant shall perform their services so as to adhere to the following list of Project schedule milestones:

- April 21, 2016: Project kickoff meeting
- August 21, 2016: Task 2 Complete (QAPP Approved)
- October 21, 2016: Task 3 Complete
- November 1, 2016: Task 4 Complete
- January 1, 2017: Task 5 Complete
- March 1, 2017: Task 6 Complete
- March 1, 2017: Task 7 Complete
- April 1, 2017: Task 8 Complete
- May 1, 2017: Task 9 Complete
- May 31, 2017: Task 11 Complete (Final Grant Report Submitted)

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general and professional 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 those outlined in the attached General Terms and Conditions of Purchase.

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

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 General 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 proposals 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 respondents. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal Form by the Respondent. Pricing must include all costs as specified in this solicitation.

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

Proposal Documents, including the Proposal, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Respondent's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**Citywide Stormwater Quality Master Plan, Proposal #16-006**", as well as name of Respondent, and date of proposal opening.

All Proposal Forms must be signed.

If the Contract is awarded, it will be awarded by the Owner to a responsible Respondent on the basis of the highest-scoring proposal per the criteria outlined in Section 9.0.

Vendors must include on the Proposal 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 demonstrate a knowledge of the service(s) to be provided under this contract. Key professionals that would be assigned to the project and a description of their area of expertise and project role, including any sub-consultants to be used, must be noted in the proposal. Additionally, respondents must provide a description of no more than four (4) similar projects that best exemplify your qualifications to complete this project, noting the type of project, timeframe, total project cost, and services provided. References should correlate with projects listed within this section.

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.

Two (2) copies of your proposal, one (1) original and one (1) digital copy (contained on a compact disc, flash drive, or similar format) must be submitted at the time of submission. Proposals must be in the following format:

- Proposal Form
- Company overview

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

Project Narrative, including:

- Approach to the project in general
- Proposed Project Team members
- Proposed Scope of Work (4 pages max.). This section should illustrate proposed methods for completing the Tasks outlined in Section 4.0.

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 Respondent 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>
• Project team background and relative experience	25%
• Past performance with City of Pawtucket or similar municipalities	10%
• Overall quality and responsiveness of proposal	50%

- References 10%
- Price 5%

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 respondent.
- 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.

11.0 – Proposal Form

16-006 – Citywide Stormwater Quality Master Plan

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

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.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this proposal be outsourced? ____ Yes ____ No

If so, please explain below:

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 proposal.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The modifications noted therein have been considered and all costs are included in the Proposal 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

16-006

1.00 OFFER:

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Respondents and the Contract Documents prepared by the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **Citywide Stormwater Quality Master Plan**, 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, manpower, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the City of Pawtucket (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 for COMPLETE STUDY: \$.....dollars,
(amount in words)

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

We have included herewith, the unit price proposal form.

2.00 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

(Respondent - 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 Proposal 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.

Unit (Task-Based) Price Proposal Form

Project Tasks	Cost	Manhours
Task 1: Procurement of Services		
Task 2: Develop Quality Assurance Project Plan		
Task 3: Characterize & Map Drainage Areas		
Task 4: Select 10 Drainage Areas for Concept Design		
Task 5: Field Assessment of Drainage System		
Task 6: Prepare Conceptual BMP Designs		
Task 7: Model Conceptual BMPs & Develop Priority List		
Task 8: Conduct Community Outreach		
Task 9: Prepare Promotional Materials		
Task 10: Prepare Quarterly Grant Reports		
Task 11: Prepare Final Grant Report		
Meetings with DPW Staff (per RFP Section 4.4)		
Direct Expenses		
TOTAL:		

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.

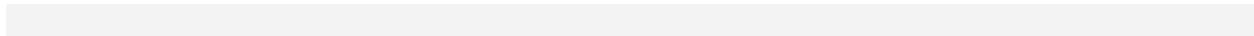
Date

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

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 – #####;

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 _____, 2016.

NOTARY PUBLIC
My Commission Expires:

CITY OF PAWTUCKET

WITNESS

Subscribed and sworn to before me in the _____
on this _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires:

Appendix D

NEIWPC Grant Agreement and Statement of Work

CE00A0004
NBEP SNE Partnership Nutrient Grants
NEI Job Code: 318-002
Project Code: 2016-008

Federal Award Identification.

Subrecipient Name: City of Pawtucket
Subrecipient's DUNS number: 07-5715045
Federal Award Identification Number (FAIN): CE00A00004
CFDA: 66.456
Federal Award Date: 08/17/2015
Subaward Period of Performance Start and End Date: February 1, 2016 – June 30, 2017
Amount of Federal Funds: \$83,510
Total Amount of the Federal Award to NEIWPC: \$3,200,000

Federal award project description: Narragansett Bay Estuary Program Support

As directed under Section 320 of the Clean Water Act, this project, under the National Estuary Program (NEP), implements recommendations of the Narragansett Bay National Estuary Program (NBEP) Comprehensive Conservation and Management Plan (CCMP) to restore and maintain the chemical, physical, and biological integrity of the estuary through tasks outlined in the annual workplans of the NBEP and its partners. In this third year as host, the grantee will continue to hire staff and work to strengthen the governance structure of this NEP. They will also continue to engage Massachusetts in the effort, as well as synthesize, analyze, and interpret Bay ecosystem data; communicate timely, meaningful information on the condition of the Bay and its associated watersheds, including habitats, water quality, and institutional efforts; serve as regional leader for establishing a watershed-based framework that: reflects key management issues that can be addressed and acted on in both Rhode Island and Massachusetts; conducts key restoration and protection activities that secure broad public and stakeholder support; and administers the NBEP for efficient, responsive and accountable program and committee management.

Authorized Official Contact Information:

Federal awarding agency:	Environmental Protection Agency Caitlyn Whittle, whittle.caitlyn@epa.gov , 617-918-1748
Recipient:	NEIWPC Heather Radcliffe, hradcliffe@neivpcc.org , 978-349-2522
Subrecipient:	City of Pawtucket Andrew Silvia, asilvia@pawtucketri.com , 401-728-0500 x279

AGREEMENT
between
NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION
and
CITY OF PAWTUCKET

This contract is entered into on February 1, 2016 by the New England Interstate Water Pollution Control Commission (the "Commission"), represented by the Commission's Executive Director as the Contracting Officer, and having its usual place of business at Wannalancit Mills, 650 Suffolk Street, Suite 410, Lowell, MA 01854 (Tel: 978-323-7929; Fax: 978-323-7919), and City of Pawtucket (the "Subrecipient"), 250 Armistice Boulevard, Pawtucket, RI 02860; (Tel: 401-728-0500 x279; Email: asilvia@pawtucketri.com); Contact: Andrew Silvia.

WHEREAS, the City of Pawtucket Stormwater Mapping and Green Infrastructure Design for Pathogen and Nutrient Impaired Waters project (the "Project") is a project approved by the United States Environmental Protection Agency (EPA), and

WHEREAS, the accomplishment of the following described work and services is authorized by an agreement between the Commission and EPA, and

WHEREAS, it is in the best interest of the Commission to obtain the assistance of the Subrecipient in connection with said work and services, and

WHEREAS, the Subrecipient represents that it is qualified to perform said work and services and possesses the ability to perform successfully under the terms and conditions of this agreement,

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE I. SERVICES BY AND RESPONSIBILITIES OF THE SUBRECIPIENT

A. Work Products

- (1) **Work**. The Subrecipient is responsible for conducting all the Work for the Project. The Work and services to be performed are more fully described in the Scope of Work, reporting schedule, and budget entitled, "*City of Pawtucket Stormwater Mapping and Green Infrastructure Design for Pathogen and Nutrient Impaired Waters*," and dated November 17, 2015, attached hereto and made a part hereof (hereafter, the "Work").

The Work shall meet and comply with all standards heretofore or hereafter promulgated by the Federal or State's Environmental Protection Agencies or such other State or Federal agency or agencies as shall have jurisdiction over the Project. Subrecipient assumes full responsibility for having familiarized himself or herself with the nature and extent of the Contract Documents (as hereafter defined), work, locality, and local conditions that may in any manner affect the Work to be done.

Subrecipient will provide competent, suitably qualified personnel to survey and lay out and perform the Work as required by this agreement and the Scope of Work attached hereto (the "Contract Documents"). Subrecipient will furnish all materials, equipment, labor, transportation, machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities and all other facilities and incidentals necessary for the completion of the Work. All materials to be supplied or used by the Subrecipient in

connection with the Work will be new, except as otherwise provided in the Contract Documents. If required by the Commission, Subrecipient will furnish satisfactory evidence as to the kind and quality of materials.

- (2) **Written Submissions.** The Subrecipient is also responsible for preparing and submitting the following reports and other documentation:
- (a) Brief (1-2 page) quarterly written or electronic reports shall be submitted by the 10th day after the end of each calendar quarter (i.e. April 10 for January-March, July 10 for April-June, October 10 for July-September, and January 10 for October-December) to the Oversight Project Officer(s) designated in Article II hereof. Electronic submissions are preferred. The quarterly reports shall describe work progress to date; completed outputs; problems encountered and anticipated, including but not limited to the means of responding to those problems; a statement of activity anticipated during the next reporting period; and a comparison of the percentage of the Project completed to the project schedule. Payment of contractual invoices is contingent upon the Commission's timely receipt and approval of quarterly reports.
 - (b) A draft final report is due no later than **May 31, 2017** to the Oversight Project Officer(s) listed in Article II.A. Upon submittal of the draft final report, all tasks described in the Scope of Work must be complete. The Commission's staff will coordinate review of the draft final report and will communicate any deficiencies in the tasks required under the Scope of Work, Quality Assurance Project Plan, or other Contract Documents and any required revisions to the Subrecipient. The Commission's payment of Subrecipient's final invoice is contingent on the Commission's receipt of the approved final report and determination that no additional or corrective work is required. The Subrecipient must obtain approval of their final report by the agreement end date indicated in Article III.C. Extension beyond this date can only be granted by a formal amendment to this agreement signed by both the Commission and the Subrecipient as described in Article III.D.
 - (c) The Subrecipient agrees that it shall not release any work products, including but not limited to draft and/or final quarterly or final reports, data, maps, and charts, to any party other than the Commission or make such products available to the public without obtaining the Commission's prior written consent.
 - (d) While electronic submissions are preferred, the Subrecipient agrees to use recycled paper for all non-electronic reports which are prepared as a part of this Agreement and delivered to the Commission, U.S. EPA, or the person(s) with oversight responsibility named in Article II.
 - (e) All products, materials (including but not limited to agendas, press releases, web pages), and publications associated with this project and/or developed under this agreement must include Narragansett Bay Estuary Program and NEIWPCC logos and contain the following statement: "This project was funded by an agreement (CE00A0004) awarded by the Environmental Protection Agency to the New England Interstate Water Pollution Control Commission in partnership with the Narragansett Bay Estuary Program." Publications must also state: "Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under agreement CE00A0004 to NEIWPCC, it has not undergone the Agency's publications review process and therefore, may not necessarily reflect

the views of the Agency and no official endorsement should be inferred. The viewpoints expressed here do not necessarily represent those of the Narragansett Bay Estuary Program, NEIWPC, or EPA nor does mention of trade names, commercial products, or causes constitute endorsement or recommendation for use." The provisions of this Clause shall survive the expiration or earlier termination of this Agreement.

- (f) If the Subrecipient and/or any subcontractor(s) are engaging in "environmental data operations," the Subrecipient and/or any subcontractor(s) are responsible for preparing a Quality Assurance Project Plan (QAPP). The QAPP is to be reviewed and approved by the Commission and other organizations (such as U.S. EPA or state environmental agencies), as necessary. QAPPs are required in support of all "environmental data operations" in accordance with the Commission's and U.S. EPA Quality Assurance Policy and Standards. The term "environmental data operations" refers to activities involving the collection, generation, compilations, analysis, evaluation, and use of environmental data. The Subrecipient must forward the QAPP to the Commission's Quality Assurance Project Manager. The Commission, as the lead organization, will submit the QAPP to any other pertinent organizations for their approval as necessary. The QAPP must be fully-approved by all governing organizations (Commission, U.S. EPA, state agencies, etc.) before any data collection and/or generation activities begin. No contractual invoices will be paid for any environmental data operations begun prior to the Commission's receipt of a fully-approved QAPP.
 - (g) The Subrecipient agrees to notify the NEIWPC and NBEP 30 days in advance of any press events, public kick-off meetings, ribbon cuttings, tours, or debut events associated with this project. Notification should be provided to the individual(s) listed in Article II by phone, email, or mail.
- (3) The Commission's or EPA's review and/or approval of work products, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Subrecipient of responsibility for the technical adequacy of his/her Work. Neither the Commission's nor EPA's review, approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this contract, including but not limited to the right to reject "defective" work (as hereinafter defined) or material or work or material not in conformance with the requirements of the Contract Documents or the approved QAPP (when applicable).
 - (4) The Subrecipient shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in Subrecipient's work products, reports, and other services. The Contract Price (hereinafter defined) constitutes the total compensation payable to Subrecipient for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Subrecipient shall be at his or her expense without change in the Contract Price.
 - (5) Additional Work or Revisions to the Work. Without invalidating the agreement, the Commission may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by the Commission in writing. If the Subrecipient is requested by the Commission to perform work not included within the scope of the Work described in the Contract Documents and if Subrecipient believes that the performance of such additional work involves him/her in additional expense or

entitles him/her to an extension of the contract time, Subrecipient may make a claim for such additional expense or extension of the contract time as provided in Article V. Subrecipient shall not undertake any additional work which he/she contends entitles him/her to additional payment or time without prior written authorization by the Commission as provided for in Article V. Additional work performed by Subrecipient without prior written authorization will not entitle him/her to an increase in the Contract Price or an extension of the contract time. Upon receipt of such written authorization, Subrecipient will proceed with the Work involved.

- (6) **Inspections.** The Subrecipient is responsible for performing or having performed all inspections and tests necessary to substantiate that the Work furnished under this contract conform to contract requirements. Complete records of all inspection work performed by the Subrecipient shall be maintained and made available to the Commission during contract performance and for as long afterwards as the contract requires, consistent with the requirements of the applicable QAPP. The Commission has the right to inspect and test the Work, to the extent practicable, at all places and times, without prior notice to Subrecipient, and in any event before acceptance. The Commission shall perform inspections and tests in a manner that will not unduly delay the Work. The Commission assumes no contractual obligation to perform any inspection and test for the benefit of the Contract. The right to review, whether exercised or not, does not relieve the Subrecipient of the obligations under this contract.

If, as a result of any such inspection, any of the Work does not conform to contract requirements, the Commission may require the Subrecipient to perform the Work again in conformity with contract requirements, at no increase in Contract Price. When the defects in the Work cannot be corrected by reperformance, the Commission may (1) require the Subrecipient to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract Price to reflect the reduced value of the Work performed. If the Subrecipient fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Commission may (1) by contract or otherwise, perform the Work and reduce the Contract Price by an amount that is equitable under the circumstances and (2) terminate the contract for default as set forth in Article VII.

- (7) **Subrecipient's Warranty.** Subrecipient warrants and guarantees to the Commission that all materials will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents.
- (8) **Rejecting Defective Work.** The Commission will have authority to disapprove or reject work that is "defective" (which term is hereinafter used to describe Work that does not conform to the requirements of the Contract Documents or applicable QAPP). Prompt notice of all defects shall be given to Subrecipient. All defective work may be rejected, corrected, or accepted as provided herein. If required by Commission, Subrecipient will promptly, without cost to the Commission and as specified by the Commission, correct or replace any defective Work. If Subrecipient does not correct or replace such defective Work within a reasonable time, all as specified in a written notice from the Commission, the Commission may have the deficiency corrected or replaced. All direct or indirect costs of such correction or replacement, including compensation for additional professional services, shall be paid by Subrecipient. If, instead of requiring correction or replacement of defective work, the Commission prefers to accept such work, it may do

so. In such case, if acceptance occurs prior to approval of the Final Payment, there shall be an appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of the Final Payment, an appropriate amount shall be paid by Subrecipient to the Commission.

- (9) **Neglected Work by Subrecipient.** If Subrecipient fails to complete the Work in accordance with the Contract Documents, the Commission, after ten (10) days' written notice to Subrecipient may, without prejudice to any other remedy it may have, correct such deficiencies and the cost for correcting such deficiencies (including compensation for additional professional services) shall be borne by the Subrecipient. If the payments then or thereafter due Subrecipient are not sufficient to cover such amount, Subrecipient will pay the difference to the Commission.

B. Responsibilities and Requirements

- (1) **Final Invoicing.** The final report (if any) must be approved for compliance with the Scope of Work and other Contract Documents before the Final Payment is issued. (The approval process may include peer review.) The final invoice for payment shall be labeled as "final invoice" by the Subrecipient and shall be received by the Oversight Project Officer(s) designated in Article II within 60 days of the end date of this contract. If additional time is needed for Project completion and the approval process, the Subrecipient shall request, in writing, a no-cost extension contract amendment. The amendment request shall be sent as per Article II.
- (2) **Administrative Regulatory Compliance.** The Subrecipient agrees that it will give all notices and comply with all applicable federal laws and regulations, including but not limited to 40 CFR Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), in effect on the date of execution of the assistance agreement for this Project. Requirements covered include, but are not limited to: prohibition of contracting with a suspended or debarred party and requirements for subcontractors.
- (3) **Geographic Information System Data.** If any GIS data are produced under this project, the Subrecipient agrees to adhere to the requirements of EPA's National Geospatial Data Policy. The Subrecipient will provide documentation for all produced data, including source information for each digital layer (i.e., scale and accuracy, map projection, coordinate system, etc.) and specific information about the layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). GIS data produced under this project will be submitted to NEIWPC as a deliverable and are subject to Article VI of this contract.
- (4) **Access to and Retention of Records for Audit Purposes.** The Subrecipient shall maintain books and records and supporting documentation (including but not limited to cancelled checks, paid bills, payrolls, time and attendance records), in accordance with generally accepted accounting principles and practices consistently applied. The Subrecipient shall allow access by the Commission, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, including any independent auditor retained by any of them, to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions without any direct

charge. Retention of all such items is required for three years after the Commission makes Final Payment on the final invoice and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, then the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

- (5) **Equal Employment Opportunity.** In connection with the execution of this contract and the completion of the Work, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status.
- (6) **Affirmative Action.** The Subrecipient agrees and is required to use the following affirmative steps to assure that disadvantaged business enterprises (DBEs), including small business enterprises, minority business enterprises (MBEs), women's business enterprises (WBEs), labor surplus area firms, and small businesses in rural areas (SBRAs), are used when possible. The Subrecipient must make good faith efforts to ensure to the fullest extent possible that a fair share of federal funds (based on fair share target percentage goals as established by the financial assistance award) are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities for supplies, construction, equipment, or services. Affirmative steps include:
- (a) Placing qualified DBEs on solicitation lists;
 - (b) Assuring that DBEs are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
 - (e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The Subrecipient shall report and shall require any subcontractor to report to the Commission on any applicable invoices the following information: name, address and type (e.g. MBE or WBE) of businesses used and amount of funds to each DBE included in the period of services submitted for payment.

- (7) **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the Commission, its members, officers, and employees, and EPA from and against all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses, and expenses, including attorneys' fees, arising out of any omission or act of the Subrecipient, its agents, employees, or subcontractors in the performance of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by any willful misconduct or negligent act or omission of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Commission may retain such monies from the amount due the Subrecipient as may be necessary to satisfy any claim for damages, costs, and the like, which is asserted against the Commission. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued therewith.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subrecipient or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (8) **Insurance and Bond.**

(a) The Subrecipient shall furnish to the Commission a certificate or certificates of insurance in a form satisfactory to the Commission showing compliance with this section. The certificate(s) shall provide that the policies shall not be changed or canceled or allowed to expire until the insurer or its agent has given at least thirty (30) days' prior written notice the Commission. The Subrecipient shall not begin performance until the delivery of the certificate(s) to the Commission.

(b) The Subrecipient shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Commission, the following kinds and amounts of insurance:

- (i) **Workers' Compensation Insurance.** The policy shall cover the obligations of the Subrecipient in accordance with the Workers' Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.
- (ii) **Liability and Property Damage Insurance.** Unless otherwise specified, each policy shall have limits not less than: \$2,000,000 combined (Bodily Injury & Property Damage); \$3,000,000 aggregate, single limit per occurrence.

(c) Coverage for all damages arising during the policy period shall be furnished in the following types specified:

- (i) Contractors' Liability Insurance issued to and covering the liability (a) for damages imposed by law upon the Subrecipient, and (b) including in such liability insurance policy the related provisions in the specifications with regard to indemnifying and holding the Commission harmless to the fullest extent permitted by law from any suits, actions, damages, and costs of every name and description, with respect to all work performed by the Subrecipient and any subcontractor under the agreement.
 - (ii) Contractual Liability Insurance issued to and covering the liability for damages imposed by law upon each Subrecipient with respect to all work performed by said Subrecipient under the agreement.
 - (iii) Subrecipients' Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Subrecipient with respect to all work under the agreement performed for the Subrecipient by subcontractors.
- (9) **Matching Funds.**

The Subrecipient shall provide a minimum of **Twenty-Eight Thousand Fifty-Five Dollars (\$28,055)** in non-federal matching funds or in-kind services and resources. The Subrecipient shall meet all federal requirements for matching funds including ensuring that these non-federal funds are expended concurrently with the expenditure of federal funds from the EPA/NEIWPCC grant or cooperative agreement and within the approved project period of that cooperative agreement. The Subrecipient shall document the use of matching funds on a form provided by the Commission. All match documentation shall be routed for approval as per Article II. The Subrecipient shall maintain records in accordance with federal requirements, including, but not limited to, those records which show how the value placed on in-kind contributions was derived. The Subrecipient shall resolve any and all disputes with EPA over the qualification of funds submitted as match.

ARTICLE II. OVERSIGHT

- A. Technical and administrative oversight of all work performed under this contract shall be provided by the following individual(s). The Subrecipient shall receive direction from and shall submit all reports, data, or other deliverables for work performed and any notice under this contract to:
- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Heather Radcliffe
NEIWPCC
650 Suffolk Street, Suite 410
Lowell, MA 01854
Tel: 978-349-2522; Fax: 978-323-7919
Email: hradcliffe@neiwpcc.org | Tom Borden
NBEP
235 Promenade Street, Suite 310
Providence, RI 02908
Tel: 401-633-0550; Fax: 401-230-1798
Email: tom.borden@nbep.org |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
- B. The final invoice for payment shall be received by the Commission within sixty (60) days of the end date of this contract. All invoices and questions regarding invoice payment should be directed to Heather Radcliffe. If additional time is needed for project completion and the approval process, the Lowell Oversight Project Officer shall process the Subrecipient's request for a no-cost extension contract amendment.

ARTICLE III. DURATION OF THE CONTRACT

- A. Subrecipient will start the Work on the date on which the agreement is executed and delivered, or on such other date, if any, as may be specified in the Contract Documents. No work shall be done prior to the date on which the Work is to start and no work shall be commenced until the Subrecipient has delivered to the Commission all Certificates of Insurance required by Article I.B.(8).
- B. The contract period shall commence to run on the date when the Work is to start as provided in Paragraph A of this Article.
- C. The Subrecipient shall complete all work and services required under this contract by **June 30, 2017**.
- D. The contract time may only be changed by a written modification to the contract signed by the Commission, which change will not be unreasonably withheld; provided, however, that in no event may the contract time be extended beyond any deadline imposed by EPA or other funding agency. Any claim for an extension in the contract time, shall be in writing delivered to the Commission within thirty (30) days of the occurrence of the event giving rise to the claim. The contract time will be extended in an amount equal to time lost due to delays beyond the control of Subrecipient if he/she makes a claim for such extension(s). Such delays shall include, but not be restricted to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God; provided, however, that the determination of the existence of any such event shall be made at the Commission's reasonable discretion.

ARTICLE IV. COMPENSATION TO THE SUBRECIPIENT

- A. The Commission's obligation under this contract is for a total amount not to exceed **Eighty-Three Thousand Five Hundred Ten Dollars (\$83,510)** within the contract period for the Work Product of the Subrecipient (the "Contract Price"). Payment is contingent upon the Commission's receipt of federal funding.
- B. Payments for work performed shall be made from approved original invoices, pending receipt of one W-9 Form and an insurance certificate in accordance with Article I.B.(8). The amounts invoiced must be consistent with the Task Budget shown below, with completion of the tasks consistent with the description in the Scope of Work. Tasks must be completed before payment is sought. Partial payment on individual tasks will not be processed. Invoices are to be submitted by the Subrecipient to the Oversight Project Officer(s) designated in Article II for approval prior to forwarding to the Commission for payment according to the payment schedule. Invoices must include (1) the name and address of the Subrecipient, (ii) the invoice date, (iii) the contract identification number, if any, (iv) the time period of work invoiced, (v) a description of the Work performed, (vi) shipping and payment terms, (vii) the address where payment is to be sent, (viii) the person to be notified in the event of a defective invoice, and shall (1) provide itemized documentation of costs related to work performed, (2) be accompanied by a brief written progress report, and (3) be supported by such data as the Commission may reasonably require.

\$ 0	Task 1: Procurement of Services
\$ 2,110	Task 2: Develop Quality Assurance Project Plan
\$14,000	Task 3: Characterize and Map Approximate Drainage Areas for Stormwater Outfalls
\$ 6,000	Task 4: Select 10 Drainage Areas for Conceptual Design Work
\$21,000	Task 5: Conduct Field Assessment of Drainage Systems in 10 Selected Areas
\$37,000	Task 6: Conduct Conceptual Design Work in 10 Selected Areas
\$ 3,000	Task 7: Model Conceptual Best Management Practices
\$ 0	Task 8: Community Outreach
\$ 0	Task 9: Brochure and YouTube Video
\$ 200	Task 10: Quarterly Reports
\$ 200	Task 11: Final Report
\$83,510	Total

- C. The Contract Price constitutes the total compensation payable to Subrecipient for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Subrecipient shall be at his or her expense without change in the Contract Price. Any costs incurred by the Subrecipient in excess of the not-to-exceed agreement amount listed in Part A or Article V shall be at the Subrecipient's own risk. The Contract Price includes all applicable Federal, State, and local taxes and duties. The Contract Price may only be changed by written modification to this contract signed by the Commission. Any claim for an increase in the Contract Price shall be in writing delivered to Commission within thirty (30) days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Commission in accordance with Article V.
- D. The Commission will pay invoices within forty-five (45) days of receipt of same and the corresponding quarterly or approved final report (as applicable) and approval by the Lowell Oversight Project Officer.
- E. The Commission may refuse to approve the whole or any part of any payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the Commission's opinion to protect the Commission from loss because:
- (1) the Work is defective;
 - (2) claims have been filed or there is reasonable evidence indicating the probable filing of such claims;
 - (3) the Contract Price has been reduced because of modifications;
 - (4) the Commission has been required to correct defective work or complete the Work;
 - (5) there has been unsatisfactory prosecution of the Work; or
 - (6) the Subrecipient has released copies of any work products without Commission consent.
- F. Upon satisfactory completion of the Work performed in accordance with all Contract Documents, including the approved QAPP where applicable, and Commission's approval of the Subrecipient's final report, the Subrecipient shall label the Final Payment request as "final invoice," and, in so doing, shall deliver to the Commission a complete and legally effective release of all claims against the Commission. Final Payment under this contract shall not constitute a waiver of the Commission's claims against the Subrecipient under this contract.

- G. Any billings incurred for this Project for the period February 1, 2016 through June 30, 2017 must be received by the Oversight Project Officer in the Commission's office in Lowell, MA, as per Article II, no later than August 30, 2017. Any billing invoices received after August 30, 2017 will not be processed and payment due will be lost. The Commission may extend these deadlines at the request of the Subrecipient but only if the Commission has been able to obtain a similar extension of the time within which it must liquidate the Commission's obligations under the funding award.

ARTICLE V. CHANGES TO THE CONTRACT

- A. The Commission may at any time, by mutually agreeable written amendments, make changes within the general scope of this contract in the services or work to be performed, including time of performance, changes in the Scope of Work, and/or budget. If such changes cause an increase or decrease in the Subrecipient's cost or time required to perform any services under this contract, the Subrecipient must assert a claim for adjustment under this clause in writing delivered to the Commission within thirty (30) days from the date it receives the Commission's notification of change; provided, that, if the Commission decides, in its sole and absolute discretion, the facts justify the action, the Commission may receive and act upon a claim submitted at any time before Final Payment under this contract. If the Subrecipient has shown to the Commission's satisfaction that there is an increase or decrease in the Subrecipient's cost or time, the Commission shall make an equitable adjustment and modify this contract in writing.
- B. No services for which the Subrecipient will charge an additional compensation shall be furnished without the written authorization of the Commission.

ARTICLE VI. TITLE TO PROPERTY and DATA; COPYRIGHTS and PATENTS

- A. During the term of this contract, the title to any and all equipment and accessories purchased by or charged to funds provided by the contract shall be in the name of the Commission. All such property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Commission. Upon termination of this contract, the title to and possession of all rights to such equipment and accessories shall be conveyed to the Commission. Subrecipient shall label, maintain, and dispose of the Commission's property according to the Commission's written direction. The Subrecipient shall adequately safeguard the property while in the Subrecipient's possession and shall be responsible for all loss or damage to the Commission's property in Subrecipient's possession.
- B. This contract is supported with federal funding awarded to the Commission. The Commission and federal government have an unrestricted right to use any data, information, and/or products generated using assistance funds or specified to be delivered to EPA in the Commission's assistance agreement.
- C. The federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
- (1) The copyright or patent in any work developed under this contract which is supported by federal funds; and
 - (2) Any rights of copyright or patent to which the Subrecipient purchases ownership with funds from this contract.

- D. The Commission reserves the right to copyright or patent any work, discovery, or invention which arises or is developed in the course of or under this contract. The Commission shall, as required, report such activity to the awarding agency. The Subrecipient agrees, at its sole cost and expense, to make application for such letters patent on any inventions as requested by the Commission or the awarding agency as either may deem necessary, desirable, or useful, and to sign and execute any and all papers incident to the filing, prosecution, and perfection of said applications and the letters patent issued thereon.
- E. The termination of this contract will not relieve the Subrecipient of the obligation to assign and execute any papers necessary to enable the Commission and/or Federal awarding agency to obtain for its own use, patent protection on said inventions. The Subrecipient's obligations hereunder shall be binding upon his/her assigns, executors, administrators, and other legal representatives.

ARTICLE VII. TERMINATION OF CONTRACT

- A. The Commission may terminate this contract or any part for convenience by giving written notice to the Subrecipient and specifying the effective date, such date to be at least fourteen (14) calendar days from the date of notice.
- B. Upon receipt of a termination notice, the Subrecipient shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Commission all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in performing this contract whether completed or in process.
- C. In the event of termination for convenience, the Subrecipient shall be paid for services rendered and expenses incurred up to the date of termination, presuming charges are reasonable and customary. In the event of termination for cause (due to the Subrecipient's default), payment due to the Subrecipient at the time of termination may be adjusted to cover any additional costs to the Commission because of the Subrecipient's default.
- D. If Subrecipient (1) is adjudged a bankrupt or insolvent, (2) makes a general assignment for the benefit of creditors, (3) files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (4) repeatedly fails to supply sufficient skilled workers or suitable materials, (5) repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment, (6) disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, (7) disregards the authority of the Commission, or (8) fails to (i) perform the Work within the time specified in this contract or any extension, (ii) make progress, so as to endanger performance of this contract, or (iii) perform any other provision of the Contract Documents, then such will constitute a default by the Subrecipient and the Commission may, without prejudice to any other right or remedy and after giving Subrecipient the notice required by paragraph C above, terminate this agreement. In that event the Subrecipient shall comply with paragraph B above and the Commission may finish the Work by whatever method it may deem expedient. In such case Subrecipient shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Subrecipient. If such costs exceed such unpaid balance, Subrecipient will pay the difference to the Commission.

- E. The Commission's right to terminate this contract for default under paragraph D.(8)(ii) and (iii) above may be exercised if the Subrecipient does not cure such failure within ten (10) days (or more if authorized in writing by the Lowell Oversight Project Officer designated in Article II) after receipt of the notice from the Lowell Oversight Project Officer designated in Article II specifying the failure.

ARTICLE VIII. REMEDIES

- A. The rights and remedies afforded to either party pursuant to any part or provision of this contract are in addition to any other rights and remedies afforded by any other parts or provisions of the Contract Documents, by law or otherwise.
- B. Unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Commission and the Subrecipient arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Commission is located.
- C. **Liquidated Damages.** Notwithstanding anything herein to the contrary, in the event the Subrecipient releases any work products in breach of Article I.A.(2)(c) hereof, then the Commission shall retain the Final Payment as reasonable liquidated damages, except to the extent such disclosure is required by law, regulation, or legal process; the parties acknowledging that the Commission's damages for the unauthorized release of such information would be difficult to ascertain.

ARTICLE IX. MISCELLANEOUS

- A. **Waiver and Severability.** The failure or delay of either party to insist on performance of any provision of this contract, or to exercise any right or remedy available under this contract, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of this contract is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.
- B. **Choice of Law.** The Contract Documents shall be governed by the laws of the Commonwealth of Massachusetts, except that any provision in this contract that refers to any federal law or agency rule or regulation shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and quasi-judicial agencies of the federal government.
- C. **Integration and Merger.** The Contract Documents constitute the entire agreement between the parties and supersedes all prior representations, agreements, understandings, and communications related to the subject matter of this contract. No amendment or modification of this contract shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of the parties.
- D. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties hereto agree that the use of scanned or facsimile signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

- E. **Subcontracting.** Neither the whole nor any part of this contract may be further subcontracted by Subrecipient without the prior written consent of the Commission.
- F. **No Employment.** The Subrecipient acknowledges and agrees that he/she is not an employee of the Commission but is an independent contractor.

ARTICLE X. ADDITIONAL OBLIGATIONS FOR SUBAWARDS

- A. By signing below, the Subrecipient confirms the certifications and assurances as shown in previously signed NEIWPC Subrecipient Risk Assessment Form (attached).
- B. The Subrecipient is subject to the terms and conditions of the EPA prime award and other special terms and conditions.
- (1) *EPA General Terms and Conditions.* The Subrecipient assures that it will comply with the EPA General Terms and Conditions as outlined at <http://www2.epa.gov/grants/grant-terms-and-conditions#General%20Terms%20and%20Conditions>.
 - (2) *Cybersecurity.* The Subrecipient assures that it will comply with the EPA Cybersecurity Grant condition as outlined at <http://www2.epa.gov/grants/cybersecurity-grant-condition-other-recipients-including-intertribal-consortia>. If the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange, the Subrecipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. By signing below, the Subrecipient agrees to contact the EPA Project Officer regarding the cybersecurity condition.
 - (3) *Lobbying.* No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 - (4) *Debarment, Suspension, and Other Responsibility Matters.* Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
 - (5) *Audits.* Subrecipient assures Prime Recipient that it complies with 2 CFR 200 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this Subaward Agreement. Subrecipient will provide a copy of all audit

reports during the subaward period, as requested. Subrecipient will response to all requests for information in a reasonable time period. Prime Recipient reserves the right to inspect, upon Prime Recipient's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subaward Agreement, and all books, records, and documents of any kind pertaining to the Subaward Agreement. Subrecipient agrees to provide copies of any records, receipts, accounts or other documentation to Prime Recipient in a timely fashion as reasonably requested by Prime Recipient. Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment.

- C. By signing below, the Subrecipient agrees to certify compliance with all requirements and responsibilities of this subaward and with all EPA terms and conditions under the prime agreement at the conclusion of this agreement by signing the Subrecipient Final Certification provided by NEIWPCC.

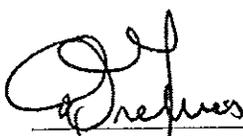
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

NEW ENGLAND INTERSTATE WATER
POLLUTION CONTROL COMMISSION



Ronald F. Poltak
Executive Director

CITY OF PAWTUCKET



Donald Grebien
Mayor



DONALD R. GREBIEN
MAYOR

EXECUTIVE CHAMBER
CITY OF PAWTUCKET, RHODE ISLAND

November 17, 2015

Tom Borden
NEIWPCC Program Director
Narragansett Bay Estuary Program
235 Promenade Street - Suite 310
Providence, RI 02908

Re: City of Pawtucket Stormwater Mapping and Green Infrastructure Design for Pathogen and Nutrient Impaired Waters

Dear Mr. Borden:

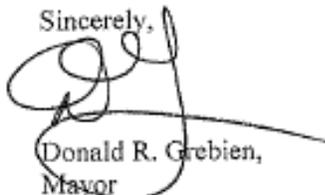
The City of Pawtucket is pleased to offer this proposal for the 2015 Water Quality Management Grants for the Greater Narragansett Bay Watershed entitled, "Stormwater Mapping and Green Infrastructure Design for Pathogen and Nutrient Impaired Waters."

The project proposed in this grant application will provide the DPW with vital water quality improvements planning insight by developing conceptual designs for 10 drainage areas and cost-benefit-based prioritization of those projects. Prioritization will rely on modelling standards in the *Rhode Island Stormwater Design and Installation Standards Manual*. The proposed project will also establish a methodology to identify additional water quality capital improvement projects using RIGIS and City GIS data.

The City is applying for \$83,510 under the 2015 Water Quality Management Grants for the Greater Narragansett Bay Watershed and is fully committed to providing a match of \$28,055. The match is to be provided by the City of Pawtucket. The City acknowledges that funding is provided on a reimbursement basis.

Thank you for your consideration. If you need further information, please contact Andrew Silvia, Chief of Project Development, at (401) 728-0500.

Sincerely,



Donald R. Grebien,
Mayor

cc. Andrew Silvia, Chief of Project Development

Title: City of Pawtucket Stormwater Mapping and Green Infrastructure Design for Pathogen and Nutrient Impaired Waters

Project Leader: Andrew Silvia, Chief of Project Development

Project Financial Contact: Andrew Silvia, Chief of Project Development

Contact Information: asilvia@pawtucketri.com (401) 728-0500 Ext. 279

Project Support: Consulting Engineer to be determined

Project Cost: \$ 111,565 (\$83,510 requested) Total matching funds: \$28,055

Federal Tax Identification Number: 0566000307

DUNS Number: 075715045

Project Abstract

There are four water bodies listed as impaired on Rhode Island's 303(d) List of Integrated Waters, three of which, Mosshassuck River, Blackstone River, and Ten Mile River, have been assigned TMDLs. The DPW is eager to pursue external funding opportunities to address the impairments; however, the City currently lacks prioritized capital improvement planning as well as an expedient approach to identifying cost-beneficial water quality improvement projects.

The project proposed in this grant application will provide the DPW with vital water quality improvements planning insight, and will meet the following core objectives of the EPA's SNEP funding:

- The project will enhance the City's capacity to manage stormwater and reduce pollutant contamination.
- The project will leverage existing state and local resources in generating deliverables.
- The project will be administered by staff experienced in the production and management of similar projects.
- The project will facilitate improvements to water quality in each of the City's four major subwatersheds, three of which have been assigned TMDLs.
- The project will deliver lasting results, both as an operational tool and as a planning resource used to identify high-priority opportunities for improvement, thereby informing future funding applications.



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PROPOSAL NARRATIVE

1. PROBLEM DESCRIPTION

There are four water bodies listed as impaired on Rhode Island's 303(d) List of Integrated Waters, three of which, Mosshassuck River, Blackstone River, and Ten Mile River, have been assigned TMDLs. The DPW is eager to pursue external funding opportunities to address these challenges; however, a persistent cost-benefit challenge discourages most applications. Currently, the DPW cannot identify environmental beneficial potential capital improvement projects quickly and cost-effectively, impeded as we are by the difficulty in collecting and analyzing pertinent data. Collection of data is slowed by its division among remote silos, and its varying formats, e.g. storm sewer record drawings as image files, City-owned property information as Tax Assessor's tabular data, land use data as GIS shapefiles, etc. Unifying the data within a single location and format would reduce data collection times substantially. Additionally, the DPW lacks the resource availability to conduct the analyses of these data that can inform development of projects. Resources in deficit include specialized technical expertise, computer software, and, of course, time.

The development of a stormwater quality master plan utilizing contracted professional services is an ideal solution to these challenges. The City cannot complete a project of this nature and scale without leveraging significant external financial support. Pawtucket is Rhode Island's fourth most populous municipality, but among its least affluent. As a result, the City's stormwater management activities are limited and almost entirely reactionary. Completing this project is an essential first step in creating a strategic and enduring stormwater program.

2. OBJECTIVES

The project will provide the DPW with vital water quality improvements planning insight, and will meet the following core objectives of the EPA's SNEP funding:

- The project will enhance the City's capacity to manage stormwater and reduce pollutant contamination.
- The project will leverage existing state and local resources in generating deliverables.
- The project will be administered by staff experienced in the production and management of similar projects.
- The project will facilitate improvements to water quality in each of the City's four major subwatersheds, three of which have been assigned TMDLs.
- The project will deliver lasting results, both as an operational tool and as a planning resource used to identify high-priority opportunities for improvement, thereby informing future funding applications.

3. METHODOLOGY

Water quality benefits will be modeled for nutrient and pathogen load reduction using the Simple Method as described in the 2015 *Rhode Island Stormwater Design and Installation Standards Manual* (2015 Stormwater Manual). We also propose to complete design work in accordance with the 2015 Stormwater



Manual. Development of a quality assurance project plan has been included as a task for this project and will be used to fully define and document our methodologies for collection of environmental data.

4. EXPECTED OUTCOMES

TABLE A: EXPECTED OUTPUTS AND OUTCOMES

Task	Deliverable
1. Procurement of Services	Contract with engineer
2. Develop Quality Assurance Project Plan	Approved quality assurance project plan
3. Characterize and Map Approximate Drainage Areas for Stormwater Outfalls	Drainage areas mapped and characterized GIS data layers
4. Select 10 Drainage Areas for Conceptual Design Work	Ten areas selected
5. Conduct Field Assessment of Drainage Systems in 10 Selected Areas	Field assessments for 10 areas
6. Conduct Conceptual Design Work in 10 Selected Areas	Conceptual design report for 10 areas
7. Model Conceptual Best Management Practices	Modelling of best management practices in 10 areas
8. Community Outreach	Public workshop materials
9. Brochure and YouTube Video	Brochure and YouTube video
10. Quarterly Reports	Five quarterly reports
11. Final Report	Final report

Task 1—Procurement of Services: The City will develop a contract with a consulting engineering firm (Engineer). The contract will detail the specifics of each task in this project as discussed below. The selected Engineer will demonstrate experience in water quality management, stormwater design, quality assurance project plan (QAPP) development and modeling, grant management, and an understanding of the proposed project. Under this task, the City will be responsible for development and administration of this contract.

Task 2—Develop Quality Assurance Project Plan: The Engineer will develop a project QAPP and submit it to NEIWPC staff for review after the start of the contract period. The City understands that NEIWPC will provide guidelines for QAPP development and that the QAPP must be approved by U.S. EPA, the NEIWPC Project Manager, and the NEIWPC Quality Assurance Program Manager prior to any data collection or analysis that involves grant or in-kind match monies. We are assuming 60 days for the development of the QAPP and 90 days for the review and approval of the QAPP by NEIWPC and U.S. EPA QA officers and up to 60 days to complete revisions that may be needed for approval. We anticipate building on existing, relevant, approved QAPPs to the extent practicable and will confirm appropriate example QAPPs with NEIWPC following project initiation.

Task 3—Characterize and Map Approximate Drainage Areas for Stormwater Outfalls: There are approximately 45 stormwater outfalls in the City. The City will characterize drainage areas to the outfalls in terms of their watershed characteristics (soils groups, impervious cover, topography) and



stormwater infrastructure by using desktop evaluations. This will include a review of the location's receiving waters and identification of state-listed impaired waters.

Task 4—Select 10 Drainage Areas for Conceptual Design Work: Once the drainage areas are characterized for each City stormwater outfall, the City will work with the engineer to select the 10 best drainage areas for further analysis. Criteria for the selection process may include opportunity for pollution control, flood control, anticipated cost, infiltrative capacity of soil, available land in low-lying areas and areas contiguous to areas of stormwater management concern.

Task 5—Conduct Field Assessment of Drainage Systems in 10 Selected Areas: The engineer and City staff will conduct a field assessment of drainage system elements (i.e., catch basin, manholes, and interconnected drain lines) in the 10 selected areas. The City will assist in locating drainage elements and providing access to them for field measurement. The engineer will use GPS receivers and hand-measurement tools to collect rim elevations, measure inverts to grade, and drainage pipe sizes. Photographs of the inside of each catch basin and manhole will be collected looking down from the access port at grade. Information collected will be processed and added to the drainage area maps for the 10 selected drainage areas.

Task 6—Conduct Conceptual Design Work in Ten Selected Areas: The City proposes to work with the selected consulting engineer to prepare conceptual designs of BMPs for treatment of bacteria and nutrients from City stormwater. The BMPs will use green infrastructure design techniques to the extent practicable given site constraints and existing development. BMPs proposed will be developed in accordance with the *Rhode Island Stormwater Design and Installation Standards Manual*. BMP conceptual designs will include the following:

- Base mapping using information available data from LiDAR, RIGIS, and City GIS. Base mapping will include:
 - Outfall drainage areas.
 - Roadways with major roads named and ownership identified.
 - Hydrography and wetlands.
 - Habitat and cultural resources.
 - Soils by hydrologic soil group.
 - Property boundaries to the extent available in GIS from the City and State and impervious surface.
 - Location of stormwater outfalls, catch basins and manholes based on fieldwork and GIS as available from the City and State.
- Location and conceptual configuration of BMPs.
- Summary of candidate BMPs considered with advantages and limitations described.
- Rationale for the selection of preferred alternatives.
- Recommendations for source reduction.
- Order-of-magnitude cost opinions.
- Prioritization of selected alternatives based on cost-benefit of bacteria and nutrient load reduction using the methods in Appendix H of the *Rhode Island Stormwater Design and Installation Standards Manual*.

Task 7—Model Conceptual Best Management Practices: The City will work with the Engineer determine water quality benefits for nutrient and pathogen load reduction using an approach based on the



Simple Method (Schueler, 1987).¹ Specifically, the City anticipates using the method discussed in the *Rhode Island Stormwater Design and Installation Standards Manual* since it is the regulatory design standard for the state.

Task 8—Community Outreach: Once the technical analysis has been completed, the City will need to involve the public in decision making around infrastructure improvements and program development. The Engineer will conduct a public project workshop with the City Council at a City Council meeting or special workshop. The workshop will include a presentation and brief overview of the project, priority infrastructure improvements, and anticipated costs.

Task 9—Brochure and YouTube Video: The engineer will prepare materials to be posted on the City’s website. The engineer will work with City staff to develop a project brochure, door hanger, and YouTube video.² These materials will be available to the general public, including other municipalities that interested in conducting similar projects. In this way the project will be readily transferable and will support capacity building around the Narragansett Bay Watershed.

Task 10—Quarterly Reports: The City will work with the Engineer to prepare quarterly reports on months 3, 6, and 9 in accordance with grant guidance.

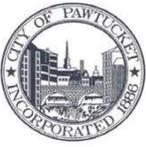
Task 11—Final Report: The City will work with the Engineer to develop a final grant report in accordance with grant guidance and append the other paper deliverables to it.

5. ROLES AND RESPONSIBILITIES

The City’s project manager will be Andrew Silvia, Chief of Project Development and the City’s designated Stormwater Coordinator. Mr. Silvia is a registered Professional Civil Engineer (PE) and certified Project Management Professional (PMP) who designed multiple stormwater management systems (including preparation of a similar master plan study for James Madison University) over 10 years in private industry and managed over \$4 million in grant funds over 3 years as a municipal administrator. Mr. Silvia will lead an in-house project review team consisting of representatives from the Departments of Planning and Public Works, and will directly oversee the efforts of a professional consultant yet to be determined.

¹ Schueler, T. 1987. Controlling urban runoff: a practical manual for planning and designing urban BMPs. Metropolitan Washington Council of Governments. Washington, DC.

² The City intends to have this work done by marketing professionals. The YouTube video may be done by the Engineer or the City may opt to bid this work separately.



6. CITATIONS

RIDEM. (2015). *Rhode Island Stormwater Design and Installation Standards Manual*.

West Warwick. (2015). *West Warwick Stormwater Utility Implementation and Hardig Brook Restoration Project Modeling Quality Assurance Project Plan*.



TIMELINE

Task	Month															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1. Procurement of Services	X	X														
2. Develop Quality Assurance Project Plan			X	X	X	X										
3. Characterize and Map Approximate Drainage Areas for Stormwater Outfalls							X	X								
4. Select 10 Drainage Areas for Conceptual Design Work									X							
5. Conduct Field Assessment of Drainage Systems in 10 Selected Areas										X	X					
6. Conduct Conceptual Design Work in 10 Selected Areas											X	X				
7. Model Conceptual Best Management Practices												X				
8. Community Outreach													X			
9. Brochure and YouTube Video													X	X		
10. Quarterly Reports			X			X			X			X			X	
11. Final Report																X



BUDGET

TABLE C PROJECT BUDGET

PROJECT BUDGET		
BUDGET CATEGORY <i>(Add/remove itemizing lines below major categories as necessary, but do NOT delete major categories)</i>	MATCH	GRANT REQUEST
A. PERSONNEL (list individual names and titles below) TOTAL:	\$5,350	\$0
Andrew Silvia, Chief of Project Development	\$2,500	\$0
Laura Schmidt, Special Project Leader	\$1,000	\$0
Joseph Moraia, Operations Technician	\$1,500	\$0
Michael Wilcox, Project Engineer	\$250	\$0
Norm Lamoureux, Public Works Director	\$100	\$0
B. FRINGE BENEFITS <u>30%</u> of <u>\$5,350</u> (e.g., 10% of total personnel costs) TOTAL: \$1,605	\$1,605	\$0
C. TRAVEL (estimate number/purpose of trips below) TOTAL:	\$0	\$0
	\$0	\$0
D. EQUIPMENT (itemize below) TOTAL:	\$4,500	\$0
Vac-Con jet/vacuum truck.	\$4,500	\$0
	\$0	\$0
	\$0	\$0
E. SUPPLIES (itemize below) TOTAL:	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
F. CONTRACTS (identify & itemize below) TOTAL:	\$16,600	\$83,510
Consultant Engineer (TBD)	\$16,600	\$83,510
	\$0	\$0
G. OTHER (identify & itemize below) TOTAL:	\$0	\$0
	\$0	\$0
	\$0	\$0
H. TOTAL DIRECT COSTS (SUM OF A-G)	\$28,055	\$83,510
I. INDIRECT COSTS <u>0%</u> of <u>N/A</u> (e.g., 10% of total direct costs) TOTAL: \$0	\$0	\$0
J. TOTAL PROJECT COST (SUM OF H+I)	\$28,055	\$83,510



APPENDIX C: TASK-BASED BUDGET FORMAT

Cost	Task Number	Task Name	Expected Date of Completion
\$0	1.	Procurement of Services	2
\$2,110	2.	Develop Quality Assurance Project Plan	6
\$14,000	3.	Characterize and Map Approximate Drainage Areas for Stormwater Outfalls	8
\$6,000	4.	Select 10 Drainage Areas for Conceptual Design Work	9
\$21,000	5.	Conduct Field Assessment of Drainage Systems in 10 Selected Areas	11
\$37,000	6.	Conduct Conceptual Design Work in 10 Selected Areas	12
\$3,000	7.	Model Conceptual Best Management Practices	12
\$0	8.	Community Outreach	13
\$0	9.	Brochure and YouTube Video	14
\$200	10.	Quarterly Reports	15
\$200	11.	Final Report	16



QUALIFICATIONS

The primary City staff involved with this project will be Andrew Silvia and Laura Schmidt.

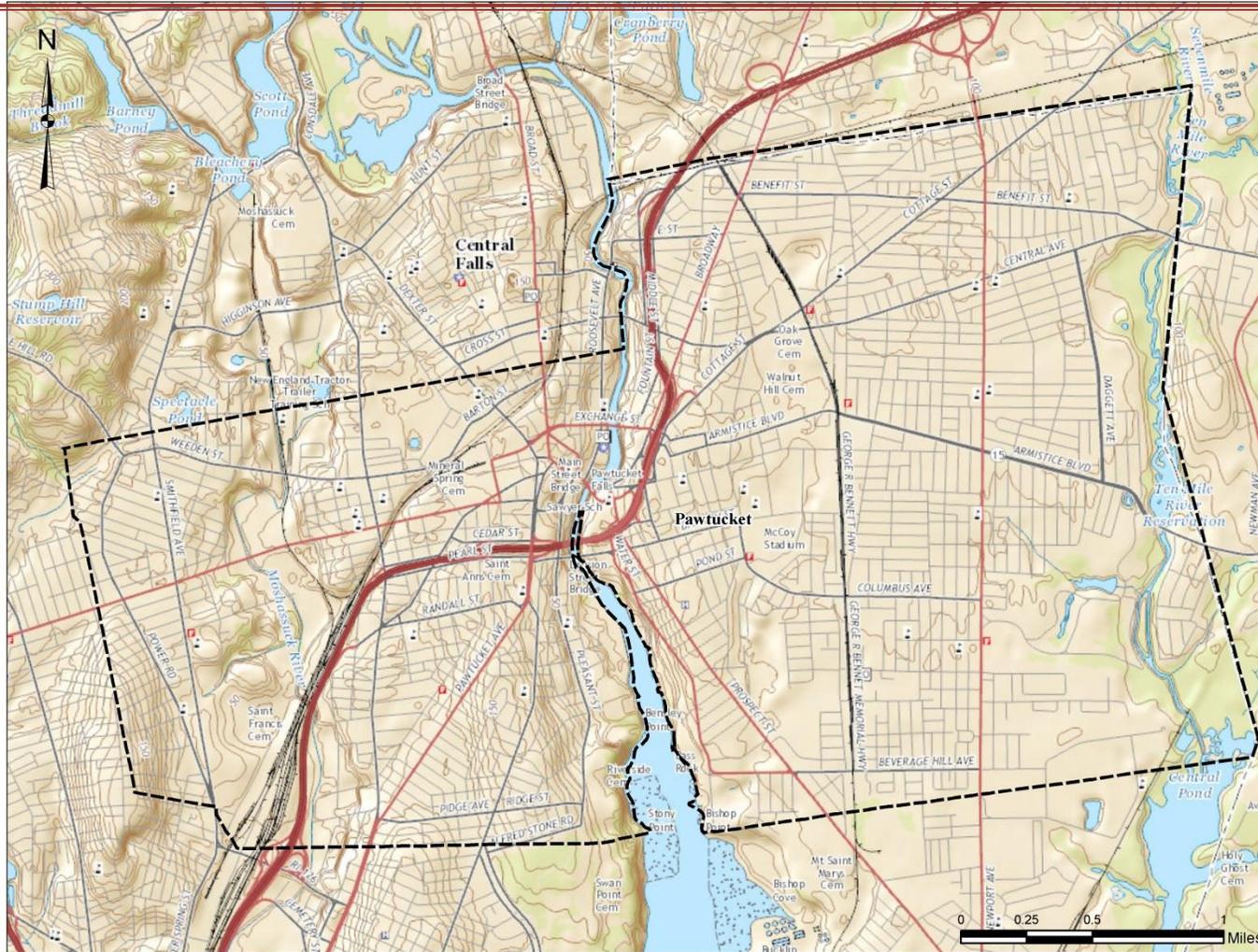
The City's project manager will be Andrew Silvia, Chief of Project Development and the City's designated Stormwater Coordinator. Mr. Silvia is a registered Professional Civil Engineer (PE) and certified Project Management Professional (PMP) who designed multiple stormwater management systems (including preparation of a similar master plan study for James Madison University) over 10 years in private industry and managed over \$4 million in grant funds over 3 years as a municipal administrator. Mr. Silvia will lead an in-house project review team consisting of representatives from the Departments of Planning and Public Works, and will directly oversee the efforts of a professional consultant yet to be determined. Mr. Silvia brings 10 years of environmental and public works management experience. He is a Magna Cum Laude graduate of Northeastern University with a Bachelors in Civil Engineering.

Mr. Silvia will be assisted by Laura Schmidt, Special Project Leader. Ms. Schmidt brings six years of experience in environmental and municipal project execution. She has a Masters in Environmental Policy and Design from Lehigh University and a Bachelors in Environmental Studies from Connecticut College.

Resumes for Mr. Silvia and Ms. Schmidt follow.



LOCUS MAP



This Project will Focus on the City of Pawtucket