



Rhode Island Airport Corporation

February 5, 2014

Request for Proposals

Landscape and Maintenance Services

Contract No. 24914

Approved by:



Jeffrey F. Goulart
Manager, Finance & Administration

I. INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking proposals from experienced landscaping firms to provide a full range of landscaping, maintenance, and other related services at T. F. Green Airport. These services include, but are not limited to:

- Grass Cutting
- Fertilization, Insect and disease control
- Trimming and pruning
- Irrigation maintenance and repair
- Replacement of unhealthy or dead plantings
- Seasonal plantings
- Mulching

The proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts request are submitted in a complete package. The landscaping firm shall provide the name and contact information for the primary contact person at the firm. This person will coordinate with RIAC all work and will have the authority to make decisions regarding the execution of work and implementation of policy and procedures regarding the fulfillment of this award.

II. REQUEST FOR PROPOSALS REQUIREMENTS

1. **A mandatory pre-proposal meeting** will be conducted in the Airfield Maintenance conference room located at 300 Airport Road, Warwick, RI at 9:30AM., February 12, 2014. A site tour of the service locations covered under this RFP will be provided only at this time and date.
2. RIAC requires that the responders keep their proposal to no more than ten (10) double sided 8 ½ x 11 pages, excluding an Executive Summary (optional), which should not exceed 2 double-sided pages, and resumes (optional) of any key individuals.
3. Proposers shall submit one (1) electronic (thumb/flash drive only accepted) and four (4) printed copies of the proposal to:

Office of Procurement
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road, 3rd Floor
Warwick, RI 02886-1533

Attn: Landscape Services and Maintenance – Contract No. 24914

4. The proposal must be submitted no later than 4:00 p.m., February 20, 2014, local time. Late submissions will not be accepted. Questions concerning this RFP should be directed, via email, to procurement@pvdairport.com. RIAC's responses to questions concerning this RFP may be shared with prospective proposers to ensure equal awareness of important facts and details.

RIAC accepts no financial responsibility for any costs incurred by a consultant in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC prior to being hired. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the consultant certifies that it has fully read and understands the RFP, has full knowledge of the Description of Work to be provided, and accepts the terms and conditions under which the services are to be performed.

RIAC reserves the right to interview some, all or none of the proposers responding to this RFP based solely on its judgment as to the proposer(s) proposals and capabilities. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No proposer may withdraw their submittal for at least ninety (90) days after the time and date set for submission.

RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provisions of this RFP, prior to the issuance of a contract for these services.

Once selections are completed, RIAC will execute a Professional Services Agreements (PSA) with an initial term of one-year, with up to two renewable one year options, awarded at the sole discretion of RIAC. Contract period will be a maximum of three years. Actual work undertaken will be by separate and distinct task orders.

Procedures respecting submittals and the selection of consultant shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

II. SCOPE

Pricing and Payment

The cost submitted in response to this RFP will be an annual lump sum price for each year, separating Part A and Part B. The contract will be awarded to the responsive bidder based on the total of years 1-3 for Part A plus the total of years 1-3 for Part B. Annual payment will be made in eight equal installments billed on the first of the month for the previous month, with billing starting May 1st of each year. Additional services may be requested by RIAC. Such services will be via written communication, prior to proceeding. RIAC reserves the right not to pay for supplemental work completed prior to a written communication and RIAC approval. **Do not include state tax as part of your submission since RIAC is tax exempt.**

Part A –Passenger Terminal area:

General maintenance includes all green spaces and landscape areas in front of the terminal building, entrances from Post Road and areas around parking Garages A, B and C and the on and off ramps to the Airport connector up to the Post Road under pass. As part of this scope, but not as critical in nature or as upkeep intensive, is the Cell Phone lot and mulch beds along the sidewalk of Post road, at the Terminal. The areas covered under this proposal are depicted in Attachment 1. Part A must be invoiced separately from Part B.

Part B – Interlink Facility

General maintenance includes all green spaces and landscape areas at and surrounding the Interlink facility. Part B must be invoiced separately from Part A.

Qualifications of Contractor

The successful contractor must have a minimum of three (3) years' experience in the landscaping maintenance business as a proprietor, partnership or corporation. In addition, the principal(s) must give the name of the school or organization from which their training and experience was obtained. The contractor must provide names and addresses of companies and written references for which maintenance of a similar nature has been done. The Contractor shall be bondable and show evidence of financial stability to the satisfaction of RIAC.

III. SPECIFICATIONS

MANPOWER

The contractor must provide a contact supervisor/manager under this agreement that will be the primary point of contact and supervise his/her staff accomplishing the work required by this contract. The contractor must be a Rhode Island licensed arborist by the time the contract is awarded and will be required to meet in person (on site) on a bi-weekly basis during the season with the RIAC Project Manager, or his designee. At a minimum the contractor shall perform weekly inspections of the grounds covered under this contract, and provide the RIAC Project Manager weekly reports via email.

Additional manpower will be provided on an as needed basis to continuously maintain a highly manicured and well cared landscape at all times. Proposal should address anticipated manpower requirements.

The contractor will be required to maintain a logbook and keep a record of the daily activity, applications and general work performed, including manpower/man hours, and issues and/or recommendations noted by the contractor and/or RIAC. Failure to maintain the logbook on a consistent basis will be considered sufficient grounds for termination of any contract awarded under this RFP, as determined by RIAC. A copy of the logbook and daily activity shall be emailed to the RIAC Project Manager on a monthly basis.

TRASH AND LITTER PICK-UP

Leaf raking, collection and removal from site within the limit of work area(s), along with cleanup of other accumulated debris, shall be performed at the end of March or early April. The contractor will ensure the landscape areas are trash and litter free while on site.

APPLICATION OF MATERIALS

All applications of materials including fertilizers, fungicides, insecticides and herbicides shall be applied by an individual licensed by the State of Rhode Island in a manner that will ensure maximum effectiveness of the materials and minimize hazard to the general public, property and the total ecological environment. Any claims, suits, or litigation costs arising directly or indirectly from the application or use of any materials will be the sole responsibility of the contractor for which the contractor will agree to hold RIAC harmless. The contractor shall not use any liquid chemicals without the expressed written consent of RIAC's Project Manager. Solid time-release chemicals are preferred whenever possible. All applications must be made in accordance with all federal, state, and local laws and regulations. All types of materials and rates of application, where applicable, must be consistent with the recommendations of the licensing board, Department of Environmental Management, Department of Health and the State of Rhode Island. No herbicides shall be used

unless the specific reasons for its use are made known and agreed to by RIAC. Only Rhode Island Licensed Commercial Applicators will be allowed to apply chemical application(s). Copies of required licenses must be provided prior to any work beginning. An application plan must be developed with proposed action/applications, timing, frequency and application rates. The plan is to be maintained and updated monthly with a copy provided to the RIAC Project Manager.

MATERIALS

Generally, materials will not be stored on site. Bark mulch, fertilizer and other bulk items may be stored on site in designated areas and for time periods approved by RIAC's Project Manager.

EQUIPMENT

The contractor shall furnish new or adequate and sufficient equipment to properly carry out the work specified and maintain said equipment in a safe and proper condition for the execution of the work. Equipment will not be stored on site without the approval of the RIAC's Project Manager.

SAFETY

All work is to be conducted in a safe manner.

1. All personnel are required to wear ANSI 2 safety vests and company uniforms. Personnel shall not be authorized on site without ANSI 2 high visibility outerwear and company uniforms.
2. Road work, either with personnel or equipment shall be kept to an absolute minimum. When equipment has to be parked in the roadway system, the contractor shall use safety cones and signage appropriate for a lane closure on a public road. No work will be performed that may impede traffic in or about the terminal building, vehicle lanes and/or walkways between the hours of 6:00 a.m. through 9:30 a.m. or 5:00 p.m. through 7:30 p.m. Any work that will impede traffic must be coordinated through phone notification to Airport Police Dispatch.
3. All equipment and trucks shall be marked with an amber beacon on top and the company logo or placard on each side.
4. Adherence to all of the safety recommendations of the equipment's manufacturer will be the responsibility of the contractor.
5. Use of safety cones, safety vests, safety glasses and vehicle protection **MUST** be incorporated into safety practices and daily operations.

REPLACEMENT OF PLANTS AND OTHER MATERIALS

Any damage to paving, site furniture, lights, plantings, materials, walls, curbs, lawns, wild flowers, or any other item within the limit of work, caused by the contractor, shall be reported immediately to the RIAC Project Manager and will be repaired and/or replaced within a reasonable time frame that is mutually agreed to. The repair or replacement of damaged items will be completed by the contractor at his/her cost to the satisfaction of the RIAC.

Any plantings, shrubs, trees and/or grass that die or are showing severe signs of distress after the start of the contract, and due to the contractor's negligence, will be replaced at the cost of the contractor. The RIAC Project Manager will be the sole judge in determining the need for replacement in the event of a dispute with the contractor under this section.

LAWN MAINTENANCE AERATION

Aeration in the Spring must be performed prior to application of fertilizers, then on an as needed basis to produce a healthy lawn and plantings.

DE-THATCHING

Dethatching must be performed in the Fall to remove dead grass and other organic debris in the lawn area.

INSECT AND DISEASE CONTROL

Periodic inspection of landscape plantings by trained personnel is required to detect problems during the early stages of insect infestations or disease infections. The contractor will provide such service to maintain the landscape plantings in a good and healthy condition.

LAWN FERTILIZATION

The contractor shall be responsible for furnishing and applying commercial fertilizers at the rates and frequencies established through soil testing. Soil testing will be performed at the contractor's expense. Rates and frequency will be no less than as specified by Rhode Island Department of Transportation Standard Specifications or Standard Provisions. At a minimum the lawn shall be fertilized four times per year between April 1st and November 25th.

LIMING

Apply sufficient limestone as indicated by soil test to maintain lawn areas at a desired 6.0 to 5.5-pH level. Lime applications must be performed in the early Spring or late Fall. Limestone and fertilizers must be applied separately.

WATERING

The contractor shall be responsible for inspecting, adjusting and maintaining the installed irrigation system (watering frequency and duration only) as necessary to compensate for climate conditions as well as provide appropriate growing conditions for maintaining the lawn areas. The contractor will also be required to augment the irrigation-watering system with hose watering if necessary.

MOWING AND TRIMMING

Before the first mowing in Spring, debris, leaves, paper and trash that have accumulated over the winter shall be picked up and legally disposed of off property. Mowing intervals must be spaced so that not more than one inch of leaf blade is removed with a finished cut height of two inches. Hand trim areas around trees, shrub beds and other obstacles at time of each mowing and maintain a neat well-groomed lawn edge at all times. Trim all grass edges at each mowing. This includes such edges at sidewalks, planting beds, walls, posts, lights, buildings and other structures. Remove all clippings after each mowing to include the paved areas and legally dispose of.

WEED CONTROL

Periodic inspection of wild flower plantings by the contractor will be necessary to detect the presence of invasive plants. Invasive plants will be considered woody or herbaceous plants that were not part of the wild flower installation or as indicated by RIAC's Project Manager. Removal of invasive plants will be done by hand. Specified spot application of an herbicide shall be applied only when approved by RIAC.

DISEASE AND INSECT CONTROL

Periodic inspection of landscape plantings by trained personnel is necessary to detect problems during early stages of insect infestation or disease infections. Samples of affected plant parts may be submitted to appropriate specialists for diagnosis and recommendations for control. Application of all chemicals including all insecticides and fungicides shall be carried out in accordance with all Rhode Island state laws.

FERTILIZATION

Fertilization of landscape plantings will provide essential plant nutrients necessary to ensure healthy plant growth. For shrub beds, a balanced formula shall be utilized. The number of applications and rate shall be in accordance with manufacturer's recommendation and size of the shrub. A Spring and Fall application should be anticipated.

FLOWERING SHRUBS

Spring flowering shrubs bloom on wood developed from previous season growth. Perform pruning immediately after flower blossoms fade or fall off. Delayed pruning done after the flowering wood has grown will most likely result in removing unborn flowers (buds) next year.

Summer or Fall flowering shrubs bloom on current season wood. Prune immediately after flowering or wait until early Spring after frost is no longer a factor and prior to new growth.

LEAF RAKING AND COLLECTION

Plant material, leaves and debris shall be raked, collected and legally disposed of offsite.

MULCH RENEWAL

Mulch planting beds and individual plant pits neatly and maintain lines originally laid out. Install a minimum of one-inch top layer of Hemlock pine bark mulch each Spring over entire surface of plant beds and tree pits to maintain a neat and attractive appearance and maintain a constant depth of three inches throughout. Maintain the mulch throughout the growing season and install new mulch as required keeping a neat and attractive appearance; additional applications may be required. Prior to application of Hemlock bark mulch, broad leaf and grassy weeds shall be removed. The maximum depth of Hemlock bark mulch is not to exceed three inches. Excessive bark mulch will be removed before application of new Hemlock bark mulch. Mulch must be tapered away from tree trunks.

PRUNING

Prune as required to maintain a healthy plant, shrub or tree. Correct pruning requires special attention to the natural growth habit of the tree or shrub. Shrub beds shall be pruned to maintain the mass effect of the entire bed. Individual plants shall not be pruned so they stand out. Shearing or rounding of individual shrubs shall not be done without the approval of RIAC. Deciduous trees shall be pruned when young to develop their natural shape/form. The lower branches of deciduous trees located next to walkways and roads, within parking areas, the plaza area, and in the areas where mowing is normally performed, shall have a branching height of eight feet.

Small flowering deciduous trees shall retain their original growth habit and shall be trimmed as described above. The lower branches shall not be removed. The contractor shall prune shrubs and ground covers as required to prevent growth from encroaching on walkways, sidewalks, parking areas and lawn areas.

SHRUB AND TREE STAKING

The staking of replacement shrubs or trees will be completed as necessary for replacement plantings.

WEEDING AND EDGING

Edge grass around mulched beds and individual trees at each mowing. Hand weed planting beds a minimum of once per month from April 15th through September 30th or as needed to present an attractive appearance. Do not use herbicides.

SEASONAL PLANTINGS

The contractor, at RIAC's discretion, may be asked to provide seasonal plantings and other related services under this contract. These services will be issued by a separate Task Order and the costs for these services should not be included in the proposal form.

IV. PROPOSED MAINTENANCE SCHEDULE

APRIL

Spring clean-up of tree and shrub areas. Rake and remove fallen leaves and debris from plant beds. Prune any broken, rubbing, sucker or diseased branches. Prune any branches to maintain tree and shrub shape or to maintain hedge effect. Test soil for PH, nitrogen, phosphorus and potassium. Apply fertilizer per soil test recommendations.

MAY

Prune and shape flowering shrubs or trees after the blooms have died off. Inspect trees and shrubs for disease or die back. Top-dress bark mulch areas as needed, preferably before mid-May. Remove weed growth as needed. Remove sand from grass areas that accumulated due to winter ice control measures. Spray all trees and shrubs for preventative maintenance as needed for disease control.

JUNE

Inspect for disease and insect activity. Prune and shape as necessary. Inspect irrigation system for proper coverage or provide additional water if needed. Spray all trees and shrubs for preventative maintenance as needed for disease and insect control.

JULY

Adjust watering program per weather conditions. Provide weekly watering to minimize drought stress as warm weather warrants. Complete shrub trimming by mid-month.

AUGUST

Continue with watering, weed control, and other activities as necessary to provide highly groomed and professional appearance of landscaping.

SEPTEMBER

Prune shrubs as needed. Reduce additional watering to trees.

OCTOBER

Remove fallen leaves and branches.

NOVEMBER

Remove fallen leaves and branches. Prune to shape trees as needed. Inspect mulch layer and top dress as necessary to maintain three-inch depth.

DECEMBER, JANUARY, FEBRUARY AND MARCH

Trees and shrubs are dormant - pruning during these months will be as needed from storm damage.

V. SELECTION CRITERIA

The successful firm will be determined by evaluating the proposed maintenance schedule, current client list, dedicated/supplementary manpower and equipment, maintenance methods, credentials of

supervisory/management personnel, proposal quality, proposal responsiveness and cost. RIAC personnel may visit client list sites and/or call to review quality of the work provided to the clients. Submissions should provide additional information beyond the proposal form in this RFP that will help distinguish their company on the selection criteria above. The proposal form contained herein should be considered as only one of several pages in the proposal. The successful firm should stipulate that they would be responsible for and observe all federal, state and local safety regulations. Award of the contract resulting from this RFP will be contingent on satisfactory results stemming from a complete inspection by RIAC of all equipment, reference checks, licenses of key personnel and inspection of required Federal and State records.

VI. STANDARD PROFESSIONAL SERVICE AGREEMENT

RIAC's standard PSA is attached hereto and incorporated herein by this reference. RIAC expects the proposer to execute this form of PSA. Any exceptions to the terms of the PSA **must** be noted on the form provided. RIAC reserves the right to accept, reject or modify any exceptions noted.

VII. INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000 per occurrence.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$10,000,000 excess of \$1,000,000 primary layer for airfield construction services, otherwise \$5,000,000.
- e. Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence.

RIAC, the State of Rhode Island and AECOM shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

VIII. ADDITIONAL REQUIREMENTS

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056).

Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Exceptions to Professional Services Agreement

I, _____, of _____
(Name) (Title) (Company)

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with **(RFP No. 24914 – Landscape Services and Maintenance)**

SIGNATURE OF PROPOSER

DATE

OR

I, _____, of _____
(Name) (Title) (Company)

request the following exceptions to the Professional Services Agreement as presented for work associated with **(RFP No. 24914 – Landscape Services and Maintenance)**

SIGNATURE OF PROPOSER

DATE

**PROPOSAL FORM
RFP NO. 24914
LANDSCAPE SERVICES AND MAINTENANCE**

Part A - Passenger Terminal Area (Lump Sum)		
	<u>in Numbers</u>	<u>in Words</u>
Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Total	\$ _____	

Part B - Interlink Facility (Lump Sum)		
	<u>in Numbers</u>	<u>in Words</u>
Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Total	\$ _____	

Total Part A and Part B		
	<u>in Numbers</u>	<u>in Words</u>
Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Total	\$ _____	

PROFESSIONAL SERVICES AGREEMENT

for

XXXXXXXXXX

Contract No. XXXXX

PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "AGREEMENT"), entered into as of **(ENTER DATE OF AGREEMENT)**, by and between **(ENTER CONSULTANT NAME AND ADDRESS)**, (hereinafter referred to as "CONSULTANT") and the Rhode Island Airport Corporation (hereinafter referred to as "RIAC"),

WITNESSETH THAT:

WHEREAS, RIAC has a need for professional brokerage services to market, place and administer RIAC's insurance requirements and related services as detailed in Exhibit B (hereinafter referred to as the "SERVICES") for T.F. Green, North Central, Quonset, Westerly, Newport and Block Island airports (hereinafter referred to as the "AIRPORTS");

WHEREAS, RIAC has the authority to contract for such professional SERVICES; and

WHEREAS, CONSULTANT represents that it is experienced and has the authority to enter into agreement and capability to perform such SERVICES;

NOW THEREFORE, the parties do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT

RIAC hereby engages CONSULTANT and CONSULTANT hereby agrees to do, perform and carry out the SERVICES in accordance with this AGREEMENT upon RIAC providing written authorization to proceed. The term of this Agreement shall be for _____, **(INSERT TERM INFORMATION)**

2. TASK ORDERS AND SCOPE OF SERVICES

Task Orders, in the general form shown on Exhibit "A", shall be used to describe the parties' mutual agreement on the scope of services, schedule, compensation and any other particulars ("Task Orders").

Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this AGREEMENT. In the event of an inconsistency

between the terms of any Task Order and the terms of this AGREEMENT, the terms of this AGREEMENT shall govern.

3. RIAC'S RESPONSIBILITY

RIAC shall perform and provide the CONSULTANT with the following in a timely manner: (i) all available information in its possession pertinent to the SERVICES, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform the SERVICES; (ii) written notice whenever RIAC becomes aware of any information that affects the scope or timing of CONSULTANT'S SERVICES, or any defect in the CONSULTANT SERVICES; and (iii) access to all public and private property as necessary for the performance of the work to be undertaken by CONSULTANT pursuant to the SERVICES, and any Task Order issued pursuant thereto.

4. CHANGES/AMENDMENT

No changes or amendments to this AGREEMENT or any Task Order shall be effective unless agreed to in writing by both RIAC and CONSULTANT. No restrictions, promises, warranties, covenants or undertakings shall exist other than those expressly set forth in the AGREEMENT or any duly executed Task Order.

5. STANDARD OF CARE/WARRANTIES

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONSULTANT warrants that: (i) it has the authority and right to enter into this AGREEMENT and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other CONSULTANT obligation; (ii) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized, as necessary under applicable State and Federal laws to perform the work necessary to complete the SERVICES, and will conform to RIAC's requirements hereunder and all applicable State and Federal laws; (iv) neither any deliverables, information, or materials, nor the performance of any services by CONSULTANT will infringe upon or violate the rights of any third party and RIAC shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this AGREEMENT; and (v) RIAC shall have the right to use for its own purposes, any ideas, methods,

techniques, materials and information provided to or otherwise obtained by RIAC as a result of this AGREEMENT, without restriction, liability or obligation, except as may be specified herein.

6. INSURANCE

CONSULTANT shall maintain the insurance coverages specified on Exhibit "C" during the term of this AGREEMENT.

7. SUBCONSULTANTS

- (a) Without limiting the ability of CONSULTANT to hire subconsultants or subcontractors in accordance with this AGREEMENT, RIAC shall have the right to require CONSULTANT to engage subconsultants or subcontractors (reasonably acceptable to CONSULTANT) to perform any of the work required for the successful completion of the SERVICES or any Task Order under this AGREEMENT.
- (b) In the event that CONSULTANT proposes to engage a subconsultant or subcontractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each subconsultant or subcontractor performing the task and a detailed description of the work to be performed by each subconsultant or subcontractor. Reference to any subconsultant or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the subconsultant or subcontractor, but only insofar as and to the extent that the work to be performed by the subconsultant or subcontractor is described in such Task Order.
- (c) Except as authorized above, none of the services to be provided by CONSULTANT pursuant to this AGREEMENT shall be subcontracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RIAC, such approval to be at RIAC's sole discretion.
- (d) CONSULTANT shall enter into a written agreement with each such subcontractor or subconsultant pursuant to which each such subcontractor or subconsultant agrees to be bound by the terms and conditions of this AGREEMENT. RIAC shall have right to obtain a copy of any proposed subcontract upon request.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- (a) In connection with the performance of this AGREEMENT, CONSULTANT shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONSULTANT shall use reasonable efforts to

ensure that DBEs shall have the maximum opportunity to compete for subconsultant and subcontractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT is zero point zero percent (0.0 %).

- (b) On a monthly basis, in such form as RIAC may require, CONSULTANT shall provide a written report setting forth the efforts undertaken by CONSULTANT to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this AGREEMENT. Such report shall accompany the monthly invoices for payment submitted by CONSULTANT.

9. INDEMNIFICATION

- (a) To the fullest extent permitted by law, CONSULTANT agrees to defend, indemnify and hold RIAC, the state of Rhode Island, and/or their respective current and former agents, officers, officials, directors, and, employees harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses, including, without limitation, attorneys' fees and court costs and expenses to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses including without limitation, attorneys' fees and court costs and expenses are caused by (or in the case of the duty to defend are alleged to be caused by) (i) failure of the CONSULTANT, or the CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors to properly perform SERVICES, or (ii) the negligent or willfully tortious or unlawful acts, errors or omissions of CONSULTANT, CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors.
- (b) The CONSULTANT's indemnity and defense obligation under Section 9(a) shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this AGREEMENT for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.
- (c) In claims against any person or entity indemnified under this Section 9 by an employee of the CONSULTANT or its subcontractor, subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 9 shall not be limited by a limitation on amount or type of damages,

compensation or benefits payable by or for the CONSULTANT, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. WAIVER OF DAMAGES

Notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, neither RIAC nor the state of Rhode Island, nor their respective agents, parent or subsidiary corporations, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this AGREEMENT, or termination thereof, or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence.

11. DISPUTE RESOLUTION

- (a) In the event of a dispute between RIAC and CONSULTANT arising out of or related to this AGREEMENT or any Task Order issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within fifteen (15) calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- (b) Should such negotiation or mediation fail to resolve the dispute within an additional fifteen (15) calendar day period, RIAC, in its sole discretion, thereafter, shall select either binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association, or State or Federal court seated in Rhode Island and having jurisdiction over such matter, as the next forum for dispute resolution. In the event that CONSULTANT is the party continuing to press a dispute not resolved in accordance with Section 11(a), RIAC shall make the foregoing forum determination within ten (10) business days of a written request from CONSULTANT. CONSULTANT consents to the personal jurisdiction of State or Federal courts seated in Rhode Island.
- (c) The provision of Section 11 shall survive expiration or earlier termination of this AGREEMENT.

12. DOCUMENTS PROPERTY OF RIAC

All documents, data, plans, reports and other materials prepared by CONSULTANT under this AGREEMENT shall become the property of RIAC and, at RIAC's option, shall be provided to RIAC in the electronic medium specified by RIAC (provided CONSULTANT has such capability); provided, however, that CONSULTANT shall have the right to retain copies of such documents and other materials for its records.

13. DATA TO BE FURNISHED TO CONSULTANT

All data, reports, records, plans, maps and other information as are available, in RIAC's custody, and necessary to carry out the SERVICES under this AGREEMENT shall be furnished to CONSULTANT, without charge by RIAC, in a timely manner. RIAC shall coordinate with and assist CONSULTANT in obtaining all other information necessary to carry out the SERVICES.

14. COORDINATION BETWEEN RIAC AND CONSULTANT

- (a) Continuing coordination and communication shall be maintained between CONSULTANT and RIAC to ensure the timely completion of the SERVICES. To expedite such coordination and communications, RIAC shall designate a staff member as its representative to whom CONSULTANT shall direct all correspondence, progress reports, requests for information or assistance and other materials.
- (b) The CONSULTANT's designee, identified on the applicable Task Order, shall serve as the representative of CONSULTANT for the SERVICES and he/she or another CONSULTANT staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

15. PERSONNEL

CONSULTANT represents that it has, or will obtain at its sole cost and expense, all personnel required to perform the SERVICES required under this AGREEMENT and all Task Orders issued hereunder. Any and all persons engaged by CONSULTANT to perform the SERVICES shall be considered employees of CONSULTANT, not RIAC. Any of CONSULTANT's personnel or those of its subcontractors or subconsultants, specifically identified in a Task Order are considered essential to performance and may not be removed or replaced without the prior approval of RIAC. All personnel employed or engaged by CONSULTANT shall possess the necessary skills for performance under this AGREEMENT. CONSULTANT will at all times enforce proper discipline and good order among the personnel under its control or supervision.

16. TIME IS OF THE ESSENCE

The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this AGREEMENT or any Task Order

17. COMPENSATION

RIAC agrees to pay CONSULTANT an amount in accordance with the Fee Arrangements set forth on Exhibit "D" and each Task Order.

18. METHOD OF PAYMENT

- (a) The specific method of payment for SERVICES to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit "D" or as separately established by Task Order. RIAC shall pay CONSULTANT in accordance with monthly invoices to be submitted by CONSULTANT. Invoices for time and material type contracts shall cover SERVICES performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in Attachment "D-1" to Exhibit "D". Invoices for lump sum type contracts shall be based on percent complete of total project.
- (b) Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Attachment "D-2" to Exhibit "D".
- (c) Subcontractors are to be considered as a direct expense when invoicing. No consultant mark-up will be allowed for subcontractor services.
- (d) From the total of the amount determined by RIAC to be payable on an invoice, CONSULTANT shall deduct a pre-determined percentage as set forth in Exhibit "D", to be held as retainage and paid by RIAC upon completion of the Project.
- (e) RIAC shall pay CONSULTANT invoiced amounts within thirty (30) days after the date RIAC deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15th of the month or the next business day should the 15th of the month fall on a weekend or State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RIAC.

19. TERMINATION OF AGREEMENT FOR CAUSE OR RIAC'S CONVENIENCE

- (a) This AGREEMENT may be terminated by either party upon written notice in the event of default under this AGREEMENT by the other party; provided, however, the non-performing

party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.

- (b) RIAC may terminate or suspend performance of this AGREEMENT for RIAC's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to RIAC, and RIAC shall pay CONSULTANT for SERVICES performed.
- (c) The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting this AGREEMENT as a whole.

20. NOTICES

Except as provided for otherwise herein, all notices, requests, demands and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage prepaid and addressed as follows:

To RIAC: Kelly J. Fredericks, P.E., A.A.E.
President and CEO
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886

With copy to: General Counsel
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886

To CONSULTANT: (ENTER CONSULTANT NAME)
(CONTACT NAME/TITLE/ADDRESS)

or to such other person or address as either party may specify by notice given as provided herein to the other party.

21. FINDINGS CONFIDENTIAL

Except as required by law, CONSULTANT shall not, at any time, divulge to any person any proprietary information or fact relating to the conduct, management or business of RIAC. All information relating to the details of the SERVICES and any other documents, data, plans, reports or other materials provided to or acquired by CONSULTANT in connection with this AGREEMENT

shall be treated as confidential and used only in the performance of the services hereunder for the advancement of the interests of RIAC and the SERVICES. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared or assembled by CONSULTANT in connection with this AGREEMENT shall be made available to any other individual or organization by CONSULTANT without prior written approval of RIAC.

22. ASSIGNABILITY

This AGREEMENT shall be binding upon and inure to the benefit of the successors, assigns or affiliates of CONSULTANT and RIAC. This AGREEMENT may not be assigned by either party hereto, in whole or in part, without the express written consent of the other party hereto and any attempted assignment in contravention of this provision shall be void and of no effect.

23. NO THIRD-PARTY RIGHTS

This AGREEMENT shall not create any right in or benefit to parties other than RIAC and CONSULTANT and their assignees or successors.

24. NO JOINT VENTURE

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between RIAC and CONSULTANT, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

25. NONDISCRIMINATION

CONSULTANT agrees that, during the performance of this AGREEMENT, it shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or the applicant's race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin or disability. Any subcontract awarded under this AGREEMENT shall contain a like provision.

26. AVAILABILITY OF RECORDS

CONSULTANT shall keep full, complete, and accurate books and records, showing all of its receipts and expenses pertaining to work related to this contract. Records include, but are not limited to, time and expense records. CONSULTANT shall, at all times, provide and maintain, in a true and accurate manner, and in accordance with General Accepted Accounting Principles ("GAAP"), such accounts, books, records and data as would reasonably be expected to be examined by an independent certified

public accountant in performing an audit or examination of CONSULTANT's receipts and expenses in accordance with GAAP and generally accepted auditing standards.

27. NO WAIVER

The failure of either party to enforce any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No RIAC payment to CONSULTANT for SERVICES performed under this AGREEMENT shall be construed as a waiver of any rights under this AGREEMENT.

28. APPLICABLE LAWS

CONSULTANT agrees to perform the SERVICES required hereunder in compliance with each Task Order and all applicable local, State and Federal laws and the rules, regulations, and requirements promulgated by RIAC from time to time.

29. SEVERABILITY

If a provision of this AGREEMENT is or becomes illegal, invalid, or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this AGREEMENT; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this AGREEMENT.

30. GOVERNING LAW

This AGREEMENT shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

31. AUDITS

RIAC shall have the right, through its representatives, and at all reasonable times, to inspect, examine, copy, and audit such books and records and all documents related to any work that falls under this contract. The originals of all such records and documents shall be made available to RIAC at the airport during the contract term. CONSULTANT will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a period of not less than three (3) years following the latter of final payment for services, or contract completion.

32. FAA REQUIRED CLAUSE

CONSULTANT, by execution of this AGREEMENT certifies that:

- (a) CONSULTANT is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United State Trade Representatives (USTR).
- (b) CONSULTANT has not knowingly entered into nor shall CONSULTANT enter into any contract or subcontract for these SERVICES with a subcontractor that is a citizen or national of a foreign country on said USTR list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- (c) CONSULTANT has not procured nor shall CONSULTANT procure any product nor subcontracted for the supply of any product for use on the SERVICES that is produced in a foreign country on said USTR list.
- (d) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subcontractor who is unable to certify the above. If CONSULTANT knowingly procures or subcontracts for the supply of any products or services of a foreign country on the said list for use under this AGREEMENT, the Federal Aviation Administration (FAA) may direct, through RIAC, cancellation of the contract at no cost to the FAA or RIAC.
- (e) CONSULTANT agrees, by executing this AGREEMENT, it will incorporate this provision for certification without modification in each subcontract issued hereunder. CONSULTANT may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- (f) CONSULTANT shall provide immediate written notice to RIAC if CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. CONSULTANT's contracts with subcontractors shall require each subcontractor to provide immediate written notice to CONSULTANT if at any time it learns that its certification was or has become erroneous by reason of changed circumstances.
- (g) This certification is a material representation of fact upon which reliance was placed when entering into this AGREEMENT. If it is later determined that CONSULTANT or its subcontractor knowingly rendered an erroneous certification, the FAA may direct, through RIAC, cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.

- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

a. CAMPAIGN FINANCE COMPLIANCE/MAJOR STATE DECISION-MAKER

CONSULTANT certifies by the execution of this AGREEMENT that it is in full compliance with Rhode Island General Laws Chapter 27 of Title 17 and Chapter 14 of Title 36.

34. ENTIRETY

This AGREEMENT together with Exhibits, Task Orders, and attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

35. CAPTIONS

The captions contained in this AGREEMENT are for reference only and are in no way to be construed as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed and intend to be legally bound hereby.

ATTEST

By _____
 Title _____
 Date _____

RHODE ISLAND AIRPORT CORPORATION

By _____
 Title _____
 Date _____

ATTEST

By _____
 Title _____
 Date _____

CONSULTANT

By _____
 Title _____
 Date _____

Exhibit "A"

SAMPLE TASK ORDER

ENTER TASK ORDER NUMBER
ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER

This Task Order is made as of this _____(day) of _____, 20XX under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONSULTANT NAME)** ("CONSULTANT").

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ _____, payable according to the following terms:

ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT

Section D. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. – RIAC’s Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONSULTANT NAME)

By: _____

By: _____

Name: Kelly J. Fredericks, P.E., A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit "B"

TASK ORDER No. 1

**ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER**

This Task Order is made as of this ____ (day) of _____, 20XX, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONSULTANT NAME)** ("CONSULTANT").

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ _____, inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

Section D. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. – RIAC’s Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONSULTANT NAME)

By: _____

By: _____

Name: Kelly J. Fredericks, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit "C"

**ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER**

INSURANCE REQUIREMENTS

1. CONSULTANT shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONSULTANT shall submit to RIAC a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by CONSULTANT, RIAC may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all subconsultants and subcontractors engaged hereunder.
3. CONSULTANT (and all subconsultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:

(DEFAULT TO TERMS SPECIFIED IN THE RFP)

4. RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

Exhibit "D"

**ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER**

FEE ARRANGEMENTS

1. **(ENTER CONSULTANT's NAME) ("CONSULTANT")** fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at the employee's actual hourly rate, not to exceed the approved billable rates caps (see Attachment "D-1") used to perform the work, except in the case of a lump sum Task Order.
2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include subconsultant services will be billed at their actual cost, and in compliance with Attachment "D-2".
3. Prior to initiating any work for SERVICES under this AGREEMENT, CONSULTANT shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and an fee based on the approved billing rates and reimbursables specified in the AGREEMENT, CONSULTANT will only proceed when RIAC provides written notice to do so.
4. Invoices are due on the 10th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Office Of Procurement
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886-1533

ATTACHMENT 'D-1'

FEE SUMMARY

ATTACHMENT 'D-2'

The following has been established as acceptable expenses incurred while conducting RIAC business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by the RIAC.

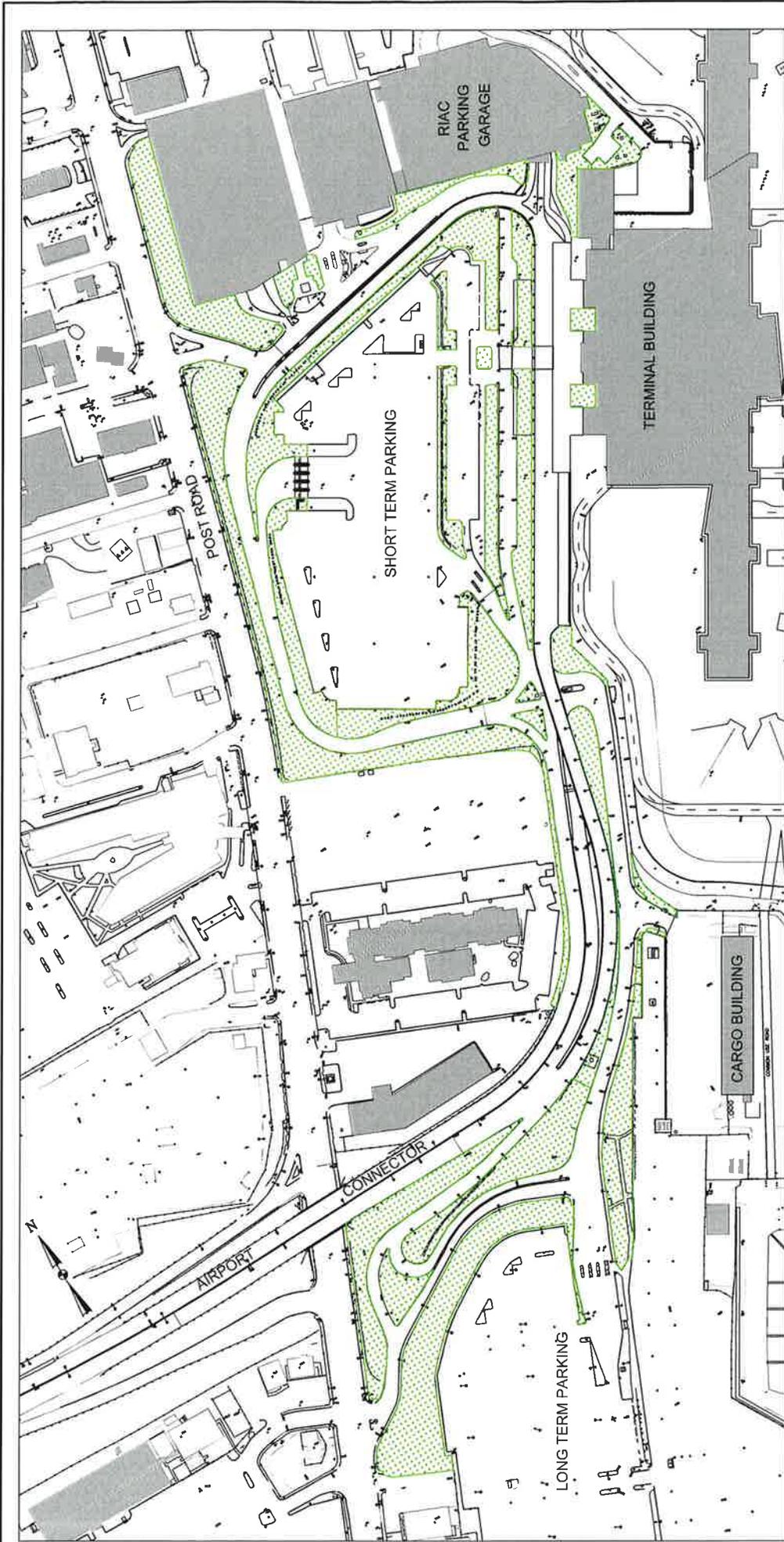
Receipts must be submitted for all expenses. Documentation shall include detailed receipts for all expenses (credit card receipts are **NOT** acceptable). Reimbursable expenses may include the following:

- The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to RIAC. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
- Employees will be reimbursed for the use of personal vehicles at the GSA approved rate.
- Ground transportation includes taxis, rental cars, buses and trains.
- RIAC will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective.
- Parking costs, tolls, and other similar fees.
- Consultants conducting business at T. F. Green Airport should park in the hourly parking lot and have their tickets validated by RIAC Staff. RIAC will not reimburse for parking at T. F. Green Airport.
- All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts.
- RIAC will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
- Receipts for alcoholic beverages are **NOT** reimbursable.
- All travel and expense reports must be submitted for payment within one (1) month of the travel or expense.
- RIAC reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.

Expenses that will be **disallowed** may include, but are not limited to the following:

- Unreasonable expenses, including meals, tips, lodging and transportation.
- Late fees, interest and/or finance charges due to untimely payments.
- Expenses submitted without a receipt.
- Expenses submitted with only credit card receipts.
- Mileage over and above the lesser of; mileage from CONSULTANT Rhode Island offices to T. F. Green or mileage from a CONSULTANT's employee's home to T. F. Green.
- RIAC will only reimburse for either gas or mileage, not both.
- Lease of vehicles without detailed supporting documentation.
- Badging deposits paid to RIAC.
- Any licensing and/or training fees for CONSULTANT's employees.
- Minimum order charges for recurring expenses.
- Expenses that are not specified for and/or associated to the Project, such as Annual Independent Audits.

- Tips and taxes that are not reduced by the cost of alcohol.




 Rhode Island Airport Corporation
T.F. GREEN AIRPORT
 WARWICK, RHODE ISLAND

SHEET TITLE	DESIGNED	CHECKED	DATE
LANDSIDE TERMINAL LANDSCAPING PLAN	DWANN	GPS	7/13/19
SCALE	NOT TO SCALE	PROJECT NO.	
		SHEET	L-1

REVISION NUMBER	REVISION DATE	DESCRIPTION

LEGEND



LANDSCAPED AREAS TO BE INCLUDED IN CONTRACT.

Note: cell phone lot not shown.