

# RESOLUTION OF THE CITY COUNCIL

No. 305

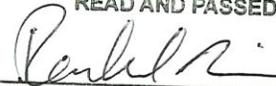
Approved June 25, 2024

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Amended Contract Award by the Board of Contract and Supply in accordance with Section 21-26 (b)(4) of the Code of Ordinances.

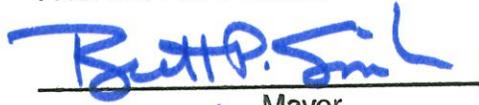
Landmark Public Art Design Services  
(Department of Art, Culture and Tourism)

\$960,011.00

IN CITY COUNCIL  
JUN 20 2024  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor  
Date: 6/25/24



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

May 30, 2024

Ms. Tina Mastroianni  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval:

- **Department of Information Technology**
  - Requesting approval to extend the contract with **Jimmy Chiu** for Lawson system Support for a total amount not to exceed **\$30,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (2).
  - Requesting approval to pay **Ungerboeck Systems International, LLC** for "annual hosting and support of the VenueOps platform" in the amount of **\$24,840.00** in accordance with the Code of Ordinances, Section 21-26 (b) (2)
- **Department of Parks**
  - Award to **John Rocchio Corporation** for Site Improvements to India Point Park in the amount of **\$2,210,600.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).
- **Department of Public Property**
  - Award to **Bentley Builders** for "Design Build (D/B) Services for Major Construction Renovation Projects (Phase (IV), Fox Point Neighborhood" in the amount of **\$30,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Vartan Gregorian ES)**
  - Award to **Maron Construction** for "Design Build (D/B) Services for Major Renovation Projects, High School Facility" in the amount of **\$30,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Hope HS)**
  - Award to **Maron Construction** for "Design Build (D/B) Services for Minor Renovations Project, Middle School Facility" in the amount of **\$15,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(DelSesto MS)**

- Award to **O&G Industries** for “Design Build (D/B) Services for New Construction Project (Phase 4), New Pre K-8 Facility, Elmhurst Neighborhood” in the amount of **\$78,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Robert F. Kennedy ES)**
  - Award to **Dimeo Construction/JCJ Architecture** for “Design Build (D/B) Services for Major Construction and/or Additions Projects (Phase 4), Elmhurst Neighborhood in the amount of **\$85,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Nathanael Greene MS)**
  - Award to **Gilbane Construction** for “Design Build (D/B) Services for Major Construction and/or Additions Projects (Phase IV), South Providence Neighborhood in the amount of **\$95,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Roger Williams MS)**
  - Award to **Bentley Builders** for for “Design Build (D/B) Services for Minor Renovations Projects (Phase IV), Elementary School Facility in the amount of **\$15,000,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Anthony Carnevale ES)**
  - Award to **Ahlborg Construction** for “Design Build (D/B) Services for New Construction Project (Phase 4), New Pre K-8 Facility, Mt Hope Neighborhood in the amount of **\$48,500,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1). **(Martin Luther King ES)**
  - Requesting a change order with **Construction Junction** for the “Dexter St Garage Bathroom” in the amount of **\$35,870.00** in accordance with the Code of Ordinance, Section 21-26 (b) (4).
  - Requesting approval to pay **Federal Hill Commerce Association** in the amount of **\$1,000,000.00** for a Capital Improvement Grant in accordance with the Code of Ordinances, Section 21-26 (b) (1) and (2).
  - Requesting approval to pay **Woonasquatucket River Watershed Council** in the amount of **\$350,000.00** for a Capital Improvement Grant in accordance with the Code of Ordinances, Section 21-26 (b) (2).
- **Water Supply Board**
    - Award to **Boyle and Fogarty Construction Co, Inc** for “Accelerated Lead Service Line Replacement Program contract 1.3” in the amount of **\$19,668,680.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).
- **Department of Art, Culture and Tourism**
    - Requesting approval to amend the award for **Landmark Public Art Design Services** in the amount of **\$960,011.00** in accordance with Code of Ordinances, Section 21-26 (b) (4).
  - **Department of Human Resources**
    - Requesting approval to enter into a contract with **Blue Cross & Blue Shield of Rhode Island** for Medical Stop Loss Insurance in the amount of **\$787,297.32** in accordance with the Code of Ordinances, Section 21-26 (b) (2).
  - **Police Department**
    - Approval to purchase Armor Equipment from Arms Unlimited in the amount not to exceed **\$23,415.00** in accordance with the Code of Ordinances, Section 21-26 (b) (2).

- Requesting a change order with **The Providence Center** in the amount of **\$93,170.77** in accordance with the Code of Ordinance, Section 21-26 (b) (4)

Sincerely,

Gina M. Costa  
Internal Auditor

Cc: John Arzoomanian, Department of Public Property  
Alejandro Tirado, Director of Purchasing  
Shomari Husband City Treasurer  
Jim Silveria, Chief Information Officer  
Wendy Nilsson, Superintendent of Parks  
Ricky Caruolo, General Manager, Providence Water  
Joe Wilson Jr, Art, Culture & tourism  
Paul A. N. Winspeare, Chief of Human Resources Officer  
Oscar L. Perez, Chief of Police



CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

May 23, 2024

The Honorable Brett P. Smiley  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

**RE: Amend Award for Landmark Public Art Design Services rendered with Tsedaye Makonnen dba Tsedaye, LLC**

ID Number: 45192

Original Award Date: June 20, 2023

Original ID Number: 41323

Minority Participation: 0% MBE, 0% WBE

Account Code(s):

1. PPBA2020A, 2.45 - \$35,000.00 + \$790,011 (original award)
2. PPBA2020A, 2.49 - \$135,000.00

Dear Mayor Smiley,

The Department of Art, Culture, and Tourism respectfully requests to amend the award for **Landmark Public Art Design Services rendered with Tsedaye Makonnen dba Tsedaye, LLC** in the amount of \$960,011.00 to reflect the correct amount of this award for a revised contract amount of \$1,020,000.00 in Fiscal Year 2024

Because of a clerical error, the original award was only for the first of several payments to be made. The original amount of this contract was \$850,000.00 available in PPBA2020A, 2.45. A contract was created for the project per the recommendation of the law department. Additionally, the vendor has experienced a significant increase in production and fabrication costs due to inflation, for \$170,000, that have heavily impacted its ability to execute the original project vision.

The city's call for proposals was launched in 2021, with deliberations concluding in the fall of the same year. The city budget deliberation and contract negotiations did not close until March 2023, and the first deposit and kick-off meeting did not occur until Fall 2023. This long negotiation process explains why the vendor has experienced a significant increase in production and fabrication costs that have heavily impacted its ability to execute the original project vision.

Funds in the amount of \$35,000.00 are available in account PPBA202A, 2.45, and funds of \$135,000 are available in account PPBA202A, 2.49 to account for the \$170,000.00 increase to the original \$850,000.00 contract.

Tsedaye LLC  
1501 Harry Thomas Way, NE #113,  
Washington, DC 20002

Respectfully Submitted,

\_\_\_\_\_  
Joe Wilson Jr.  
Department of Art, Culture and Tourism

*Kupthe D. Wollberg*  
\_\_\_\_\_  
Financial Approval:

*Amanda Pontarelli*  
\_\_\_\_\_  
Amanda Pontarelli, Deputy Director of Public Property

**DEPARTMENT OF ART, CULTURE AND TOURISM**

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.5770 | WWW.PROVIDENCERI.GOV/ART-CULTURE-TOURISM

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: June 20, 2023

TO: Purchasing Director

SUBJECT: **APPROVAL TO PAY TSEDAYE MAKONNEN DBA TSEDAYE, LLC, FOR LANDMARK PUBLIC ART DESIGN SERVICES RENDERED – ART CULTURE TOURISM**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval to Pay Tsedaye Makonnen dba Tsedaye, LLC, for Landmark Public Art Design Services rendered, for a total amount not to exceed Fifty Nine Thousand Nine Hundred Eighty Nine Dollars (\$59,989.00) in Fiscal Year 2023, all in accordance with the request of Joe Wilson, Jr., Director, in communication dated June 6, 2023.

cc: Pur.Dir.  
Contr  
Art/Cult./Tourism  
File

A handwritten signature in black ink, appearing to be "A".

*Jina L. Mastroianni*  
City Clerk



CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

06/06/2023

The Honorable Brett P. Smiley  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

RE: Requesting Approval to Pay Tsedaye LLC for Landmark Public Art design services rendered

MinuteTraq ID Number: 41323  
Account Code(s):  
PPBA2020A, 2.45

Minority Participation: 0% MBE, 0% WBE

Dear Mayor Smiley,

The department of Art, Culture and Tourism respectfully requests approval to pay Tsedaye LLC for Landmark Public Art design services rendered in the amount of \$59,989 in Fiscal Year 2023.

On October 7, 2021, the Landmark Art Selection Panel (ASP) met virtually to interview each of the five Landmark Public Art finalists. Each artist/artist team had 40 minutes with the panelists. The ASP was instructed to score applicants after the sessions were complete, and ACT staff facilitated a discussion to deliberate the artists' proposals. At the close of this meeting, the ASP recommended the selection of Tsedaye LLC and an alternative for the Landmark Public Artwork to go before the Art in City Life Commission for approval based both upon artist qualifications and the Concept Design. The Commission approved the recommendation of Tsedaye LLC for the award at its November 3, 2021 meeting. Tsedaye LLC's contract was approved and signed by the PPBA on March 16, 2023. Per R.I.G.L. Section 37-2-54(a)(10), competitive bids are not required for "works of art for museum and public display."

Funds in the amount of \$59,989 are available in account **PPBA2020A, 2.45** in Fiscal Year 2023.

Tsedaye Makonnen dba Tsedaye LLC  
1501 Harry Thomas Way  
NE #113  
Washington, DC 20002

Respectfully Submitted

Joe Wilson Jr., Director

Financial Approval:

Amanda Pontarelli, Deputy Director of Public Property

**DEPARTMENT OF ART, CULTURE AND TOURISM**

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.5770 | WWW.PROVIDENCERI.GOV/ART-CULTURE-TOURISM

AGREEMENT FOR COMMISSION OF LANDMARK PUBLIC ARTWORK

THIS AGREEMENT is entered into this 28 day of MARCH 2023, by and between the City of Providence, acting through the Department of Art, Culture + Tourism ("ACT"), whose address is 444 Westminster Street, Providence, RI 02903, and the Providence Public Buildings Authority ("PPBA"), whose address is 50 South Main Street, Providence, RI 02903 (hereinafter referred to together as "the Agency"), and Tsedaye, LLC (hereinafter "the Artist"), whose address is ~~3305 8th St. NE #303, Washington, DC 20017.~~ 1501 HARRY THOMAS WAY NE #113 WASHINGTON, DC 20002

*JTB*  
4/10/23

WHEREAS, ACT is a Department within the Division of Planning and Development that ensures the continued development of a vibrant and creative city by integrating arts and culture into community life while showcasing Providence as an international cultural destination; and

WHEREAS, in 1980, the Providence City Council approved Ordinance 1980, Ch. 80-39 creating the Art in City Life Commission and establishing a percent for art funding mechanism to support new public art commissions. Sec. 2-353 of the Ordinance states: "All city department heads shall include in their annual municipal budget requests, as well as special requests, grant applications and other requests for appropriations for construction projects, an amount equal to at least one (1%) percent of the total project to be expended on works of art." Sec. 2-357 of the Ordinance goes on to state: "There is established in the city treasury a special fund designated "Art in City Life Fund" into which funds appropriated shall be deposited." Although approved by Council, this Ordinance was never put into effect; and

WHEREAS, in 2016 the Elorza Administration activated the Art in City Life Commission, which is staffed by ACT, and in 2018 Mayor Jorge Elorza, ACT, and the Art in City Life Commission released the Art in City Life Plan, Providence's first master plan for public art and activation of the 1980 percent for art ordinance, available at [https://artculturetourism.com/wp-content/uploads/2018/04/2018.09.21\\_Art-in-City-Life-Plan\\_Final2.pdf](https://artculturetourism.com/wp-content/uploads/2018/04/2018.09.21_Art-in-City-Life-Plan_Final2.pdf); and

WHEREAS, the Art in City Life Plan notes Landmark Public Artworks are considered to be large-scale, signature, permanent works of art located in prominent areas that make strong visual statements about Providence and its neighborhoods and can come to serve as iconic images that represent the creative capital, and Landmark Public Artworks should focus largely on downtown and project an image that speaks to the identity of the City as a whole; and

WHEREAS, ACT and the Art in City Life Commission developed and released a call for art, attached and incorporated by reference as Exhibit 7, on February 26, 2021, with a qualification deadline of April 18, 2021; and

WHEREAS, the Art in City Life Commission approved members of the Art Selection Panel to review and score applications and choose no more than five artists or artist teams to develop design proposals, and;

WHEREAS, the Artist submitted to ACT a design proposal on the agreed upon date of September 27, 2021, and;

WHEREAS, the Art Selection Panel reviewed all submitted design proposals and recommended the Artist receive the final award for the Landmark Public Artwork ("the Artwork"), as further described in Exhibit 1; and

WHEREAS, the Art Selection Panel recommendation packet presented to the Art in City Life Commission included notes regarding requested changes to the design that were confirmed by the Artist during the panel; and

WHEREAS, the Art in City Life Commission approved the Art Selection Panel's recommendation to award the contract to the Artist at the November 3, 2021, regular meeting, and;

WHEREAS, authority lies with ACT to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks, including payments for the support of an artist's execution and or installation of Art; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City through the Standard Art Commissioning Process adopted by the Art in City Life Commission to execute, fabricate, and install the Artwork, as described in Exhibit 1, in a public space located at the Providence Innovation District Park (hereinafter the "Site"); and

WHEREAS, the Artist prepared a Design with the understanding, as signed in a Letter of Agreement for the Landmark Public Artwork Design Proposal that the budget must include all costs of designing, fabricating, installing, and executing the project, including, but not limited to all design fees, fabrication costs, materials and equipment costs, labor, insurance, permits and overhead. The Artist is expected to utilize \$650,000 towards drawings, engineering, fabrication, transportation, installation, and permits and approximately \$146,000 towards artist fees; and

WHEREAS, the Agency procured a site survey (attached here as Exhibit 5), delivered on June 23, 2022 at a cost of \$14,600, which presents a summary of the existing conditions, soil management requirements; and potential site constraints associated with the proposed public art installation at the Site and;

WHEREAS, the Artist and Agency wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements and subject to the conditions hereinafter set forth, the parties agree as follows:

**1 Scope of Services: Artist Obligations**

- 1.1 The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the design, fabrication, and installation of the Artwork at the Site in accordance with the specified schedule, attached hereto as Exhibit 3, which may be amended from time to time by agreement of the parties by written instrument executed by both parties. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- 1.2 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, including the total final number of towers and the iconography used, subject to prior review and approval of ACT as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposed designs shall be reviewed and approved by the Agency and, where appropriate, the ACT Conservator, to ensure compliance with these objectives. The Artist acknowledges that the Agency has contracted professional services of the ACT Conservator to support the Agency staff with this process. Artist will be required to work directly with this representative.
- 1.3 The Design Concept ("Design 1") and a corresponding budget are described in Exhibit 2 of this Agreement.
- 1.4 Upon signing this Agreement, the Artist shall prepare a revised concept, schematic, and schedule, known as Design 2, to be further developed into Design 3, in accordance with this Agreement.
- 1.5 The Artist shall attend, when necessary, public information meetings including but not limited to regular meetings with the Art in City Life Commission, design and construction coordination meetings with Agency, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of Artwork.
- 1.6 The Artist shall ensure compliance with all applicable federal, state and local rules and regulations, including but not limited to the City of Providence Ordinances and the rules and regulations of the I-195 Redevelopment District Commission.
- 1.7 The Artist shall complete the fabrication of the Artwork by the scheduled installation date to be determined in the approved Design 3. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site and the maintenance of the Artwork at the Site until the Artist receives a notice of Final Acceptance from the Agency.
- 1.8 The Artist shall arrange the transportation and installation of the Artwork in consultation with the Agency. If the Artist does not install the Artwork himself or herself, Artist will be fully responsible to supervise and approve the installation.

- 1.9 The Artist shall provide required insurance in amounts and limits specified in Section 20 and Exhibit 4.
- 1.10 The Artist and all subcontractors thereof must comply with the City's COVID-19 policies regarding vendors that may be in place at the time the work is being performed, understanding that COVID-19 regulations, restrictions, and guidelines may frequently change due to the circumstances at that time. This may include masking, social distancing, cleanliness, vaccine, and testing requirements.
- 1.11 The Artist shall provide ACT with a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor prior to the start of any work by said subcontractor. Subcontractors must carry liability insurance naming the City of Providence and the Providence Public Buildings Authority as additional insureds in the same manner and amounts as the Artist.
- 1.12 The Artist shall submit material samples during the design and fabrication process for approval from the ACT Conservator. The Artist must provide detailed maintenance directions in conjunction with all materials, products, and fabrication techniques utilized in the Artwork and the required care and upkeep involved.
- 1.13 The Artist shall provide documentation of the Artwork as outlined below in 6.6 and 7.6 at intervals determined by the Agency.
- 1.14 The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.
- 1.15 The Artist shall be available with reasonable advance notice for an exit interview and survey by the Agency.
- 1.16 The Artist shall be responsible for the procurement and compensation of professional security to secure the worksite and Artwork during installation and prior to the Agency's final acceptance of the Artwork. Security must be provided in a manner that is satisfactory to the Agency and will be approved by the Agency prior to the installation of the Artwork. The parties agree that nothing in this section shall mean the Agency has taken possession of the Artwork, nor does this provision shift any responsibility to the Agency for the Artwork, which shall not take place until final acceptance occurs in accordance with this agreement.
- 1.17 The Artist shall, for the time period related to this contract, seek approval from Agency staff before disseminating any information, including but not limited to materials and presentations, as they relate to the Artwork and shall acknowledge the Agency's role in funding the Artwork within said approved communications.
- 1.18 The Artist understands that the Agency is solely responsible for coordinating public information materials and activities related to public presentations and press, including materials shared via social media platforms and public relations campaigns.

## 2 Scope of Services: Agency's Obligations

- 2.1 The Agency shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 2.2 The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data available to the extent possible, which is needed by Artist in order to perform the services under this Agreement.
- 2.3 The Agency shall be responsible for regularly communicating with the Artist regarding the development of the Artwork, including but not limited to, alerting the Artist as to compliance with the City's COVID-19 policies, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- 2.4 The Artist acknowledges that the Agency has contracted professional services to support the Agency staff with this process. The Agency and the Artist will be required to work directly with this representative for this process.
- 2.5 The Agency shall review Design 2 described in Section 3 and Section 4 of this Agreement within thirty (30) business days of receipt. The design concept shall include revised iconography specific to the diverse residents of Providence with respect to past and current communities, added structural elements including permanent and/or modular seating and shade structures, an updated list of programmatic local partners and description of proposed programs, revised siting of the Artwork, and a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved, within the set project budget set in Exhibit 3. The Artist may choose collaborators and community partners from which to receive input and with which to engage.
- 2.6 The Agency shall prepare the Site in accordance with the agreed upon specifications detailed in the approved design concept in Section 6 of this Agreement. The Agency shall be responsible for all expenses to prepare the Site for the timely transportation and installation of the Artwork. This preparation includes street and sidewalk closures and cleanliness of Site. The Agency shall complete the Site preparations by the scheduled installation date as provided and approved in Section 6 of this Agreement or shall contact the Artist in writing informing them of any delays.
- 2.7 The Agency shall provide and install a plaque, at the Agency's expense, on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist's name, date of publication]. The plaque will be approved by the Artist.
- 2.8 The Agency shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Agency's control.

- 2.9 The Agency shall be responsible for leading the Artist through the required review process. The Agency shall be responsible for identifying appropriate review entities, including but not limited to the Providence Art in City Life Commission, I-195 Redevelopment District Commission, and additional City and State regulatory agencies, and for providing the Artist written instructions for the materials required at such meetings.
- 2.10 The Agency is solely responsible for coordinating public information materials and activities related to public presentations and press, including materials shared via social media platforms and public relations campaigns.
- 2.11 The Agency shall review any proposed communications from the Artist, including but not limited to materials and presentations, as they relate to the Artwork and shall ensure the communications acknowledge the Agency's role in funding the Artwork within said approved communications.

### **3 Design 2 Development**

- 3.1 The Artist submitted to the Agency an Initial Concept design/schematic and associated proposed programs (the "Design 1") with an accompanying budget.
- 3.2 Upon signing the Agreement, the Artist shall begin work on a revised design, schematic, project schedule, material samples, and maintenance plan ("Design 2"). Design 2 shall be delivered to the Agency for review within forty-five (45) days of the signing of this Agreement.
- 3.3 Design 2 shall include all prior design requirements and elements of Design 1 in addition to new design elements and modifications agreed to during the procurement competition, which are: 1. the incorporation of permanent and/or modular seating; 2. the incorporation of permanent and / or modular awning / shade structures; and 3. a written engagement and research plan that outlines how the artist will develop iconography specific to and reflective of the diverse communities of Providence, past and current. Design 2 must position the Artwork in the area of the Site as defined by the site survey, attached here as Exhibit 5.
- 3.4 Design 2 must include a tentative schedule for the fabrication of, installation of, and planned programming for the Artwork, including a schedule for the submission of progress reports and inspections. The schedule must include, at minimum, one monthly virtual check-in with the Agency and a written progress report every two months. The Schedule may be amended by written agreement executed by both parties.

- 3.5 Design 2 must be within the project budget of eight hundred and fifty thousand (\$850,000.00) dollars. The Design 2 must include detailed line items along with detailed quotes from any subcontractors and community partners. Any changes from the initial Design to Design 2, such as, but not limited to changes to the number of columns, specific column height, light features, reflective metal, cut metal façade, community engagement and programming, and maintenance plans in the budget line items or the funds allocated to a line item must be explained in a detailed narrative format. The narrative shall describe, in writing, any challenges as to the new placement of the artwork given the feasibility of the Site and/or changes in labor and material costs. The Agency and the Artist understand that the Site Survey, found in Exhibit 5, is incorporated into this Agreement by reference and that the Artist is responsible for understanding and including all insurance, security, permitting, engineering, electrical, fabrication, installation, and remediation costs within the budget. The Agency may support the Artist in information gathering.
- 3.6 While preparing deliverables for Design 2, the Artist will log all hours and materials, billing the Agency at the end of the month on an hourly basis for work performed. Associated programming with local community partners, considered subcontractors of the Artist, is understood by the Agency as critical to the development of Design 2. Programming with partners shall help the Artist develop iconography specific to and reflective of the diverse communities of Providence, past and current. All programs and partners must be proposed in writing to the Agency for approval prior to engagement. The Agency will have thirty (30) days to respond to the Artist upon receipt of such a proposal. The Agency may, at any additional time, within reason, request the Artist to engage local partners the Agency deems critical to the development of the Design.
- 3.7 The Artist shall provide material samples for Design 2 to be reviewed and approved by the Agency, as dictated by Exhibit 3. The Agency, may, at any additional time, within reason, request a material sample, to be paid for by the Artist.
- 3.8 The Artist shall present 2-3' physical material samples, written proof of alloy and glass, and a proposed maintenance plan of the Design to the ACT Conservator, who will make written recommendations on the maintenance of the Artwork along with comments on fabrication and material changes to Design 2. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.
- 3.9 The Agency is responsible for the proper care and maintenance of the Artwork once it has been accepted. The ACT Conservator recommendations and comments are advisory for the Agency and the Artist.

#### **4 Design 2 Approval**

- 4.1 Within thirty (30) days of receipt of Design 2 the Agency shall review the submitted documents and notify the Artist of the results of the review. The Agency may approve the Design 2 concept and schematics without changes, it may request certain changes, or it may choose to stop work.

- 4.2 If changes are requested by the Agency, the Artist has thirty (30) days from delivery of the request to complete and submit for approval a revised Design 2.
- 4.3 If the Artist disputes the Agency's requested changes, the Artist shall promptly submit reasons in writing to the Agency within fifteen (15) days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.
- 4.4 Upon acceptance of Design 2 by the Agency, the Agency will seek approval from I-195 Redevelopment District Commission (Site owner and operator). Agency staff will work with the I-195 Redevelopment District Commission and the Artist to coordinate the Agency's presentation to the approval body. If requested by the Agency, the Artist shall attend the presentation and provide supporting images, drawings, and documents.
- 4.5 Upon approval of the I-195 Redevelopment District Commission, the Agency shall pursue an easement to secure use of the Site.

## **5 Design 3 Development**

- 5.1 Upon the Agency's receipt of the easement from the I-195 Redevelopment District Commission, the Agency shall, in writing, authorize the Artist to begin work on Design 3.
- 5.2 The budget shall not change between Design 2 and Design 3, unless Agency authorizes such changes in writing.
- 5.3 Within ninety (90) days of the receipt of authorization, the Artist shall deliver Design 3, which will include iconography specific to Providence communities past and current, other façade art details, structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site, and any outstanding programming, scheduling, maintenance, engineering, design, and construction details necessary for seeking permits as required by state law and any authority having jurisdiction, including but not limited to a soil remediation plan, and an updated list of any third-party subcontractors needed to work on the project. If changes to the project timeline are needed, an updated timeline for fabrication, installation, and completion of Design 3 shall also be included.

## **6 Design 3 Approval**

- 6.1 Within 30 days of receipt of Design 3 details and revisions, the Agency shall review the submitted documents and notify the Artist of the results of the review. The Agency may approve the Design 3 concept and schematics without changes, it may request certain changes, or it may choose to stop work.
- 6.2 If changes are requested, the Artist has fifteen (15) days from delivery of such revisions by the Agency to respond to Agency concerns.

- 6.3 If the Artist disputes the Agency's requested changes, the Artist shall promptly submit reasons in writing to the Agency within fifteen (15) days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.
- 6.4 Upon acceptance of Design 3 by Agency, Artist shall seek necessary permits and approvals from any necessary approval body or permitting agency. The Artist is responsible for pursuing these approvals and identifying which approval bodies or permitting agency are necessary. Agency shall provide assistance to Artist to identify any necessary permits and applicable approval bodies and agencies.
- 6.5 Where appropriate and expected by an approval body or permitting agency, the Artist shall present structural drawings by a qualified engineer, licensed by the State of Rhode Island and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Agency with such certification.
- 6.6 The Artist will provide regular updates to the Agency regarding all applications before approval bodies including meeting dates and locations, approval body staff contacts, requested revisions, and proposed responses to the approval body requests prior to submission.
- 6.7 The Artist and Agency understand that the Artist may have to supply additional revisions in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become part of Design 3.
- 6.8 If the approval bodies require any revisions to the Design 3, the Artist shall submit those in writing to both the approval body and the Agency within ten (10) days from the date the Artist learns of the need to revise for the Agency's approval thereof. The Artist will be responsible for compliance with such revisions. If agreed upon by both parties, such revisions will become a part of Design 3.

## 7 Fabrication Stage

- 7.1 Upon receiving written approval for Design 3 and written approvals from all other approval and permitting bodies, the Agency will submit to the Artist a written approval to begin fabrication.
- 7.2 Upon receipt of the approval to begin fabrication, the Artist shall fabricate the physical component of the Artwork in substantial conformity with the approved Design 3. The Artist may not materially deviate from the approved Design 3 without written approval of the Agency.

- 7.3 The Artist shall take reasonable measures to protect or preserve the integrity of the physical component of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the Agency disapproves.
- 7.4 If the physical component of the Artwork is being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.
- 7.5 Prior to requesting authorization to transport and install the physical component of the Artwork, the Artist shall be required to provide the Agency with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance as specified in Section 20 and Exhibit 4 prior to entering the site.
- 7.6 Artist shall provide reasonable updates to Agency of the fabrication process. The Agency shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- 7.7 If the physical component of the Artwork is fabricated off site, the Artist shall notify the Agency in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- 7.8 The Agency shall inspect the physical component of the Artwork within twenty-five (25) days of the Agency's receipt of notification by the Artist that fabrication is complete, to determine that the Artwork substantially and materially conforms with the Design 3 and to give approval of the Artwork for delivery and installation.
- 7.9 If, upon review, the Agency finds the physical component of the Artwork to be materially and substantially in conformity with the approved Design 3, the Agency will send a written approval of fabrication to the Artist.
- 7.10 If the Agency, upon review of the physical component of the Artwork, determines that the Artwork does not substantially and materially conform to Design 3, the Agency reserves the right to notify the Artist in writing of the deficiencies and that the Agency intends to withhold further payment until the nonconformity is cured.
- 7.11 The Artist will promptly cure the deficiencies and will notify the Agency in writing of completion of the cure. The Agency shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the Agency's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the Agency within fifteen (15) days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.

## **8 Artist Changes to Design**

- 8.1 Prior to the execution of any substantial and material change in the approved Design 3 that occurs after the approvals required of Section 6 of this Agreement, the Artist shall present proposed changes in writing to the Agency for further review and approval. A substantial and material change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the approved Design 3. The Artist must provide a detailed description of any substantial and material changes in the artistic expression, design, dimensions and materials of the Artwork that is not in substantial and material conformity with the already approved Design 3.
- 8.2 If the Agency approves the changes, the Agency shall promptly notify the Artist in writing. If necessary for the approved changes, the Artist will be responsible for informing relevant approval bodies and any presentations and work necessary to seek approval.
- 8.3 If the Agency disapproves of the changes, the Agency shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial and material conformity with the approved Design 3.
- 8.4 Any agreed upon revisions made to the Design under Section 8 that materially impact the scope of work and/or Artist fees will be subject to contract amendment per Section 38.1. Any claim of the Artist for adjustment under this paragraph must be asserted in writing within fifteen (15) days after the date of the revision by the Artist. The Agency will have fifteen (15) days to review proposed changes.

## **9 Installation and Transfer of Title**

- 9.1 The Agency shall prepare the Site in accordance with the agreed upon specifications detailed in the approved Design 3 in Section 6 of this Agreement. The Agency shall be responsible for all expenses to prepare the Site for the timely transportation and installation of the Artwork (sculptural and related physical elements). This preparation includes street and sidewalk closures and cleanliness of Site. The Agency shall complete the Site preparations by the scheduled installation date as provided in Section 6 of this Agreement or shall contact the Artist in writing informing them of any delays.
- 9.2 The Artist will coordinate closely with the Agency to ascertain that the Site is prepared to receive the Artwork (sculptural and related physical elements). The Artist is responsible for timely installation of the Artwork (sculptural and related physical elements).
- 9.3 Within twenty (20) days of Agency approval of the fabricated Artwork, the Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall submit a Site review to the Agency. The Artist Site review will assess the condition of the Site and any adverse Site conditions that will impact the installation of the Artwork which are in need of correction, which, as defined by Section 2.6 of this Agreement, includes street and sidewalk closures and cleanliness of Site. The Site condition review must include photographs of the Site, and, if there are adverse conditions, detailed explanations and documentations of them along with possible cures.

- 9.4 The Agency will respond to the Site review within ten (10) days of receipt.
- 9.5 If no adverse conditions are identified, the Agency will provide a written approval of the Site review.
- 9.6 If the Agency approves the Artist's Site review and the Site contains adverse conditions, as defined by Section 2.6 of this Agreement, then the Agency will provide a cure within fifteen (15) days of the Agency's approval.
- 9.7 If the Artist disputes the Agency's review, the Artist shall promptly submit reasons in writing to the Agency within fifteen (15) days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.
- 9.8 Upon the Agency's written approval of the fabrication and the Agency's written approval of the Artist's review of the Site, the Artist shall deliver and install the Artwork's fabricated sculptural and related physical elements to the Site in accordance with the schedule provided for in the approved Design 3. Transportation fees shall be paid by the Artist.
- 9.9 The Artist shall not be penalized for any delay in the delivery and installation of the Artwork's sculptural and related physical elements to the Site unless the Artist has materially and substantially deviated from Design 3 without the prior approval of the Agency.
- 9.10 The Agency shall promptly notify the Artist of any delays impacting installation of the Artwork's sculptural and related physical element not due to the Artist's negligence or deliberate acts. Any additional storage or transportation fees incurred as a result of such delays are the responsibility of the Agency.
- 9.11 The Artist shall be present to supervise the installation of the Artwork's sculptural and related physical elements.
- 9.12 The Artist may not install the Artwork's sculptural and related physical elements until authorized to do so by the Agency in writing.

- 9.13 Within five (5) days of installation of the Artwork, the Artist shall provide the Agency with an updated maintenance plan that includes written instructions for the appropriate maintenance and preservation of the Artwork's sculptural and physical elements along with product data sheets for any material or finish used. Prior to acceptance by the Agency, the documents will be sent for approval by the ACT Conservator. If the ACT Conservator requires any additional revisions or clarifications, the Artist will promptly respond to the requests. The Artwork's sculptural and physical elements must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artwork after installation.
- 9.14 Within five (5) days of installation of the Artwork, the Artist shall furnish the Agency with the following photographs and documentation of the Artwork as installed:
- 9.14.1 A set of three digital, 300 dpi, JPG or TIFF files, of the Artwork, provided to the Agency.
- 9.14.2 Photographs must be labeled with the name of the Artwork, the name of the photographer, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken.
- 9.14.3 The Artist shall also furnish the Agency with a full written narrative description of the installation.
- 9.15 The Artist shall provide written notification to the Agency of completion of installation.
- 9.16 Upon notification by the Artist, the Agency shall, within fifteen (15) days of receipt of notification, review the installation.
- 9.17 Should there be a material and substantial deviation from Design 3 without the prior written approval of the Agency, the Artist shall be held responsible for any expenses and delays incurred in correcting such deviation.
- 9.18 If the Artist disputes the Agency's determination that not all services have been performed under this Agreement, the Artist shall submit reasons in writing to the Agency within ten (10) business days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether all Artist services have been performed shall remain with the Agency.
- 9.19 The Agency will provide a written approval of the installation to the Artist once the installation is deemed in material and substantial conformity with the approved Design 3. Upon delivery of the approval of the installation, the physical component of the Artwork shall be deemed to be the Agency's public property and in the custody of the Agency for purposes of Section 22 and Section 24 of this Agreement.

9.20 Title to the Artwork passes from the Artist to the Agency upon receipt of Payment 5 (the payment to be processed upon acceptance of installation). The Artist will prepare the Transfer of Title (Exhibit 6) and deliver it to the Agency with 10 days of receipt of payment.

#### 10 Programmatic Activation and Final Acceptance of Artwork

- 10.1 Upon the written acceptance of the installation, the Artist shall host the inaugural activation of the Artwork, according to the schedule and programmatic scope identified within the approved Design 3. Ceremonies and programming (Activation) shall fall under the City of Providence's guidelines for public event permitting and may be subject to other permitting bodies pursuant to zoning. The Artist is responsible for seeking necessary permits and approvals from any necessary approval body or permitting agency. The Agency shall support this effort with information gathering to the extent possible.
- 10.2 If Design 3 includes programming prior to the completion of the installation, the Artist may begin programming at an earlier time agreed upon by both parties. Programming beginning before the Agency acceptance of installation will not have an impact on disbursement of funds as described in Exhibit 3 unless both parties agree to a change in writing.
- 10.3 The Artist shall also be reasonably available for at least two (2) additional public meetings and community outreach functions, at such time(s) as may be mutually agreed upon by the Agency and the Artist. Agency shall notify Artist as far in advance as possible to ensure that Artist is available. This obligation, including travel and lodging, shall be covered by the project budget of \$850,000.
- 10.4 The Artist shall, within five (5) days of conclusion of the programming furnish the Agency with the following photographs and documentation of the Artwork programming:
- 10.4.1 A set of a minimum of five digital, 300 dpi, JPG or TIFF files, of the Artwork programming, provided to the Agency.
- 10.4.2 Photographs must be labeled with the name of the Artwork, the name of the photographer, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken.
- 10.4.3 The Artist shall also furnish the Agency with a full written narrative description of the programming.
- 10.5 The Artist shall notify the Agency in writing when all Artist services as required by this Agreement prior to this paragraph have been completed in substantial and material conformity with the approved Design 3.

- 10.6 The Agency shall review the notice of completed work by the Artist within fifteen (15) days of submission.
- 10.7 If the Agency finds that the Artist has completed the services required by this Agreement prior to this paragraph in substantial and material conformity with the approved Design 3, the Agency will send the Artist a written Final Acceptance.
- 10.8 The effective date of Final Acceptance shall be the date the Agency submits written notice to the Artist of its Final Acceptance of the Artwork. The Final Acceptance shall be understood to mean that the Agency acknowledges completion of the Artwork in substantial conformity with the Design 3, and that the Agency confirms that all services as required of both Parties by this Agreement prior to paragraph (10.5) of this section have been completed.
- 10.9 If the Agency disputes that all the Artist services have been fully performed, the Agency shall notify the Artist in writing of those services the Artist has failed to perform within fifteen (15) days after the Artist has submitted written notice pursuant to this Section. The Artist shall promptly perform those services indicated by the Agency.
- 10.10 If the Artist disputes the Agency's determination that not all services have been performed, the Artist shall submit reasons in writing to the Agency within ten (10) days of the Agency's prior notification to the contrary. The Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether all Artist services have been performed shall remain with the Agency.
- 10.11 Should there be a material and substantial deviation from the Design 3 without the prior written approval of the Agency, the Artist shall be held responsible for any expenses incurred in correcting such deviation.
- 10.12 Upon the resolution of any disputes that arise under paragraphs (10.11) and (10.12) of this section, the Agency shall notify the Artist of its Final Acceptance of the Artwork.
- 10.13 Within fifteen (15) days from Final Acceptance of the Artwork, the Artist will have an exit interview with the Agency.

## **11 Terms of Payment**

- 11.1 The Agency shall pay the Artist \$850,000 via Capital Improvement Bond 2020A. Payment shall be distributed to the Artist as specified in Exhibit 3: Project Timeline and Payment Schedule. Invoices must be submitted via email by the Artist to the Agency.
- 11.2 Payments pertaining to the development of Design 2 are for work and services already delivered, which will be processed upon receipt of invoice.

- 11.3 Payments pertaining to the development of Design 3, fabrication, installation, and acceptance of Artwork are considered advances for work and services to be performed by the Artist. The payments do not reflect work and services already performed and delivered.
- 11.4 The Artist understands and acknowledges that processing payment of funds is subject to various agencies outside of the City of Providence associated with public procurement policies and procedures. The Agency is not responsible for any delay in payment caused by such agencies.
- 11.5 The Artist must document work performed and keep a record of receipts for costs and fees for five (5) years after completion of the project.
- 11.6 Payments pertaining to the activation of the Artwork are for work and services already delivered, which will be processed upon receipt of invoice.

## **12 Payment Schedule**

- 12.1 A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

## **13 Budget**

- 13.1 The Artist has prepared a budget, which includes all goods, services and materials, with such costs itemized. The budget shall be attached to this Agreement as Exhibit 2.
- 13.2 The allocations of line items and the payment schedule may be amended, with written approval signed by the Artist and the Agency.
- 13.3 To the extent Artist's services are allocated on an hourly basis, the Artist shall keep a log of the Artist's project hours to be submitted with each invoice and shall retain all original receipts and invoices from subcontracts pertaining directly to the project for a period of five (5) years after completion of the project.
- 13.4 If the Artist incurs costs in excess of the amount listed in Section 11 of this Agreement, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained written approval for such costs from the Agency.

## **14 Sponsorship and Fundraising**

- 14.1 The Agency may fundraise at its discretion for long-term maintenance of the Artwork and any other purpose it deems appropriate.

- 14.2 Any fundraising activities the Artist undertakes for the associated programming must be approved by the Agency.
- 14.3 The approved Design 3 must be executed solely with the funds provided by the contract price stated in Section 11 of this Agreement.
- 14.4 Fundraising and sponsorship may only supplement programmatic activities associated with the approved Design 3.
- 14.5 Any sponsorship and fundraising should be reasonably coordinated in good faith between Agency and Artist as it relates to the Artwork. In the case a dispute arises, the Agency and Artist shall make reasonable efforts to resolve the dispute in good faith. However, final determination as to whether and how the Artist may seek sponsors or additional funds shall remain with the Agency.

## 15 Termination

- 15.1 In all cases of termination, unless written otherwise in the Agreement:
  - 15.1.1 The Artist will be compensated for services performed and expenses incurred by the Artist prior to the notice of the intent to terminate, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.
  - 15.1.2 When the Artist is paid in advance of work, the Artist will be required to provide a full accounting of fees and costs up to the notice of intent to terminate and return any remaining unused funds to the Agency.
  - 15.1.3 Upon termination, the Artist shall retain possession and title to the studies, drawings, designs, maquettes, and models already prepared and submitted or prepared for submission to the Agency by the Artist under this Agreement prior to the date of termination.
- 15.2 The Agency may terminate this Agreement without cause upon thirty (30) days written notice to the Artist.
- 15.3 Where performance is rendered impossible or impracticable for more than ninety (90) days for reasons beyond a Party's reasonable control, such Party may terminate this Agreement. Reasons include, but are not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than thirty (30) days prior to the effective date of termination. In the event of termination pursuant to this subsection, the Artist shall return to the Agency all funds as written in Section 15.1.1.

15.4 If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) days after the effective date of the notice to cure the default, unless cure will take longer than thirty (30) days, efforts to cure are promptly taken, and the parties agree to a period longer than thirty (30) days to cure in writing. If the default is not cured within thirty (30) days, or a longer agreed upon time, this Agreement shall automatically terminate.

15.5 If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the Agency all funds as written in Section 15.1.1. The Agency shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Section 23.

15.6 If the Agency defaults, the Agency shall promptly compensate the Artist as written in Section 15.1.1.

15.7 Upon notice of termination, the Artist and its subcontractors shall cease all services affected.

## 16 Taxes

16.1 Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The Agency shall report payments made to the Artist annually to the Internal Revenue Service in a 1099 statement.

## 17 Term of Agreement

17.1 **Duration.** This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until Final Acceptance by the Agency under Section 10, or submission of final payment to the Artist by the Agency under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under Exhibit 3.

17.1.1 In no event shall installation of the Artwork (sculptural and related physical elements) at the Site, as described in Section 9 of this Agreement, occur later than March 31, 2025 unless agreed to in a writing signed by Artist and Agency.

17.2 **Force Majeure.** The Agency shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be

suspended only for the duration of such conditions.

## 18 Risk of Loss

- 18.1 The Artist shall bear the risk of loss or damage to the Artwork until the Agency's Final Acceptance of the Artwork under Section 10. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Agency shall bear the risk of loss or damage to the Artwork prior to Final Acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the Agency or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

## 19 Artist's Warranties of Quality and Condition

19.1 The Artist represents and warrants that:

- 19.1.1 the Artwork is solely the result of the artistic effort of the Artist;
- 19.1.2 except as otherwise disclosed in writing to the Agency, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- 19.1.3 the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- 19.1.4 the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- 19.1.5 the Artwork is free and clear of any liens from any source whatsoever;
- 19.1.6 all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original and shall not infringe upon or violate the rights of any third party;
- 19.1.7 the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- 19.1.8 all services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence;
- 19.1.9 these representations and warranties shall survive the termination or other extinction of this Agreement.

- 19.2 The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of Final Acceptance by the Agency under Section 10. The Artist represents and warrants that the Artwork and the

materials used are not currently known to be harmful to public health and safety.

- 19.3 The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 9.
- 19.4 Artist represents and warrants that:
  - 19.4.1 General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
  - 19.4.2 Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
  - 19.4.3 With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, malfunction, fire, abrading and peeling.
  - 19.4.4 Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the Agency.
- 19.5 If within two years of Final Acceptance of the Artwork under Section 10, the Agency observes any breach of warranty described in this Section 19 that is curable by the Artist, the Artist shall, at the request of the Agency, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artist of such breach with reasonable promptness.
- 19.6 If after two years of Final Acceptance of the Artwork under Section 10, the Agency observes any breach of warranty described in this Section 19 that is curable by the Artist, the Agency shall contact the Artist to make or supervise repairs or restorations at a reasonable fee. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of a qualified restorative conservator and maintenance expert.
- 19.7 If within two years of Final Acceptance of the Artwork under Section 10, the Agency observes a breach of warranty described in this Section 19 that is not curable by the Artist, the Artist is responsible for reimbursing the Agency for damages, expenses and loss incurred by the Agency as a result of the breach. However, if the Artist disclosed the risk of this damage, expense or loss in the Artist's designs and the Agency accepted that the damage, expense or loss may occur, this shall not be deemed a breach for purposes of this Section 19 of this Agreement.

## 20 Insurance

- 20.1 The Artist acknowledges that until Final Acceptance of the Artwork by the Agency under Section 10, any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- 20.2 Terms for the procurement and duration of insurance are provided in Exhibit 4.

## 21 Indemnity

- 21.1 The Artist shall defend, indemnify and hold harmless the Agency, their respective officers, agents, and employees, ("indemnified parties") for any claim, loss, damage, injury (including, without limitation, injury to or death of an employee or agent of the Artist or Artist's subcontractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from: (1) the services under this Agreement, or any part thereof, (2) any negligent or willful act or omission of Artist, any consultant or subcontractor to Artist, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities").
- 21.2 This indemnification shall not include any Liabilities caused by Agency, their employees, contractors, or licensees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Agency's costs of investigating any claims against the Agency.
- 21.3 Each Party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.

## 22 Ownership and Intellectual Property Rights

### 22.1 Title

- 22.1.1 Title to the Artwork shall pass to the Agency upon the Agency's written Final Acceptance and payment for the Artwork pursuant to Section 10 and Exhibit 6. Artist shall provide Agency with a Transfer of Title in substantially the form attached hereto as Exhibit 6.

### 22.2 Ownership of Documents

22.2.1 One set of presentation and deliverable materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

### 22.3 Copyright Ownership

22.3.1 The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

### 22.4 Reproduction Rights

22.4.1 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

22.4.2 The Artist grants to the Agency and their assigns an irrevocable license to make three-dimensional and two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibitions.

22.4.3 Third Party Infringement. The Agency is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist. All reproductions by the Agency shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Artist's name, date of publication].

22.4.4 The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Providence and the Providence Public Buildings Authority."

22.4.5 The Artist shall, at the Artist's expense, register with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

22.4.6 If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, postcards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

## 23 Artist's Rights

### 23.1 General

23.1.1 The Artist retains all rights under state and federal laws including § 106A of the Copyright Act of 1976.

23.1.2 The Agency agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.

23.1.3 If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within [ 90 ] days of receipt of the written request. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

## 23.2 Alterations of Site or Removal of Artwork

23.2.1 The Agency shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the Agency, the Artist may disavow the Artwork or have the Artwork returned to the Artist at the Artist's expense.

23.2.2 The Artwork may be removed or relocated or destroyed by the Agency should the Artist and the Agency not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.

23.2.3 In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in violation of such codes, laws or regulations, the Agency may authorize the removal or relocation of the Artwork without the Artist's prior permission, provided such removal or relocation does not result in destruction, distortion, mutilation or modification of the Artwork. In the alternative, the Agency may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

23.2.4 If the Agency reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of the Agency's failure to maintain the Artwork as required under this Agreement, the Agency may authorize the removal of the Artwork without the prior approval of the Artist, provided however that Agency provides notice to Artist as soon as reasonably possible.

23.2.5 This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

## **24 Permanent Record**

24.1 The Agency shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

## **25 Artist as Independent Contractor**

25.1 The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the Agency. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the Agency with the power to bind the Agency in any manner. The Artist shall provide the Agency with the Artist's Tax Identification Number and any proof of such number as requested by the Agency.

## **26 Nondiscrimination**

26.1 The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

## **27 Assignment**

27.1 The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred other than as expressly stated under this Agreement. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

## **28 Death or Incapacity**

28.1 If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Section 28. However, nothing in this Section shall obligate the Agency to accept the Artwork.

- 28.2 In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the Agency, in its sole discretion, approves the new artist in writing. Alternatively, the Agency may elect to terminate this Agreement. The Artist shall retain all rights under Section 22 and Section 23. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Artist's name, date of publication].
- 28.3 In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Section 22 and 23. The Artist's executor shall deliver to the Agency the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the Agency. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the Agency is otherwise directed by the Artist's estate.

## 29 Notices and Documents

- 29.1 Notices required under this Agreement shall be delivered personally or through email, mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:
- 29.1.1 For the Agency: City of Providence Department of Art, Culture + Tourism, Attn: Deputy Director, 444 Westminster Street, Third Floor, Providence, RI 02903
- 29.1.2 For the Artist: Tsedaye Makonnen, Tsedaye LLC, 1501 Harry Thomas Way NE #113, Washington DC 20002, 240-401-5088, [Tsedayestudio@gmail.com](mailto:Tsedayestudio@gmail.com)
- 29.2 Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

## 30 Waiver

- 30.1 The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

## 31 Audit

31.1 The Artist shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto for five (5) years from completion of the project. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The Agency will comply with any open records law applicable to these records.

### **32 Conflict of Interest**

32.1 The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

### **33 Conflicts of Law**

33.1 If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Rhode Island, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

### **34 Limitations on Liability**

34.1 Agency hereby disclaims liability for any injury to the Artist, or any subcontractor thereof, or the Artwork sustained on or in any connection with property owned, leased, or operated by the Agency, their employees or vendors, except as caused by the negligence or willful misconduct of Agency, their employees, directors, assigns, contractors and agents.

### **35 Binding Agreement**

35.1 This Agreement shall be binding upon the parties, their successors, and permitted assigns.

### **36 No Joint Venture or Partnership**

36.1 This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employee or similar relationship between the Artist and the Agency.

### **37 Entire Agreement**

37.1 This Agreement represents the entire agreement between the parties with respect to the subject matter and supersedes all other agreements, if any, express or implied, whether written or oral.

**38 Modifications or Amendments**

38.1 No alteration or modification of this Agreement shall be valid unless made in writing and executed by each of the parties.

**39 Merger and Integration**

39.1 The procurement documents prepared and issued for purposes of this project, including the call for art and any other documents referenced in or attached to this Agreement, are hereby incorporated in and form a part of this Agreement; provided, however, that to the extent those documents differ or contradict the terms of this Agreement, this Agreement shall control.

**40 Governing Law**

40.1 This Agreement shall be governed by the laws of the State of Rhode Island, without regard to conflicts of law principles.

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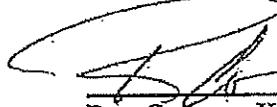
41 COUNTERPARTS

41.1 This Agreement may be executed in counterparts and all such counterparts shall be deemed to constitute a single agreement, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

  
Date 4/10/23  
Tsedaye LLC  
The Artist

  
Date 3/28/23  
Joe Wilson, Jr., Director  
City of Providence Department of Art, Culture + Tourism

  
Date 3/16/2023  
Ron Crosson, II, Chair  
Providence Public Buildings Authority

Approved as to form and correctness:

Jeff Dana, City Solicitor

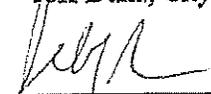
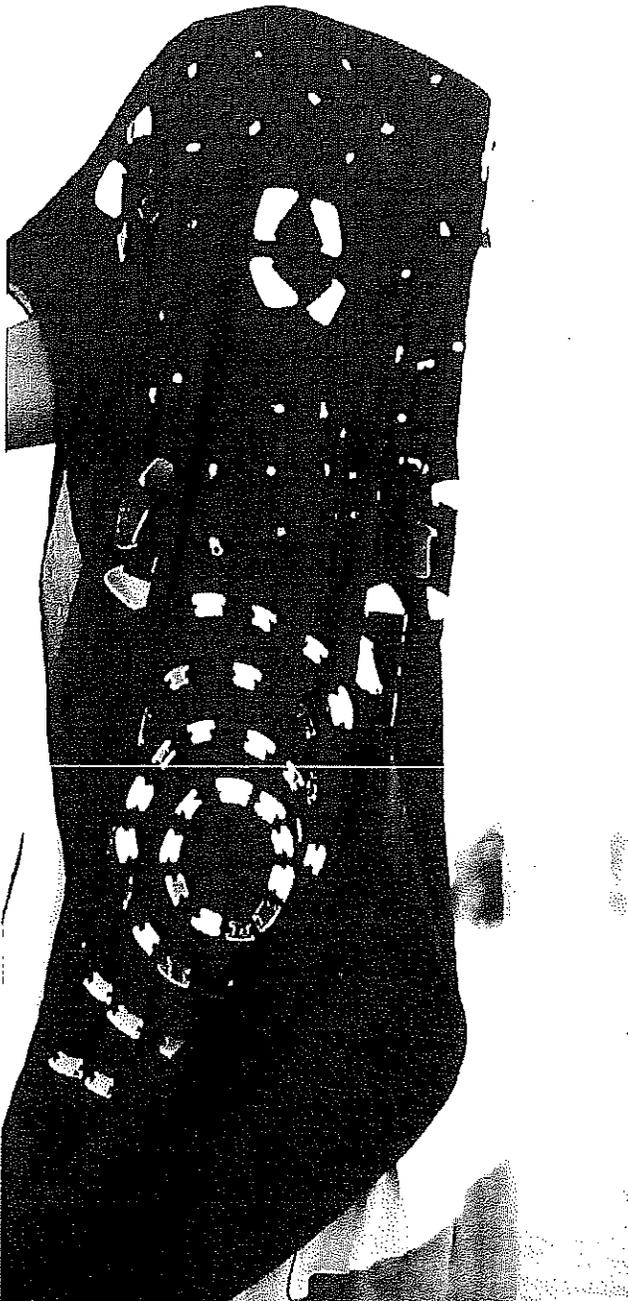
  
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EXHIBIT 1 DESCRIPTION OF THE ARTWORK

# Tsedaye Studio

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SEPTEMBER 27

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Landmark Public Art Finalist  
Providence Rhode Island

# Application Summary

We are proposing the construction of a site-specific public artwork dedicated to Bertha Higgins and the many communities of the women that have devoted their lives to building a better Providence, Rhode Island for all of its citizens.

The proposed project is an adaptation of my light sculpture series, influenced by historical sites, Black Coptic designs, and architecture indigenous to Ethiopia. The works are dedicated to women who have been a beacon of light in their communities. Through reflection, light, shadows and performance, this body of work creates space for those that have passed and those around us today by honoring their spirits and legacies.

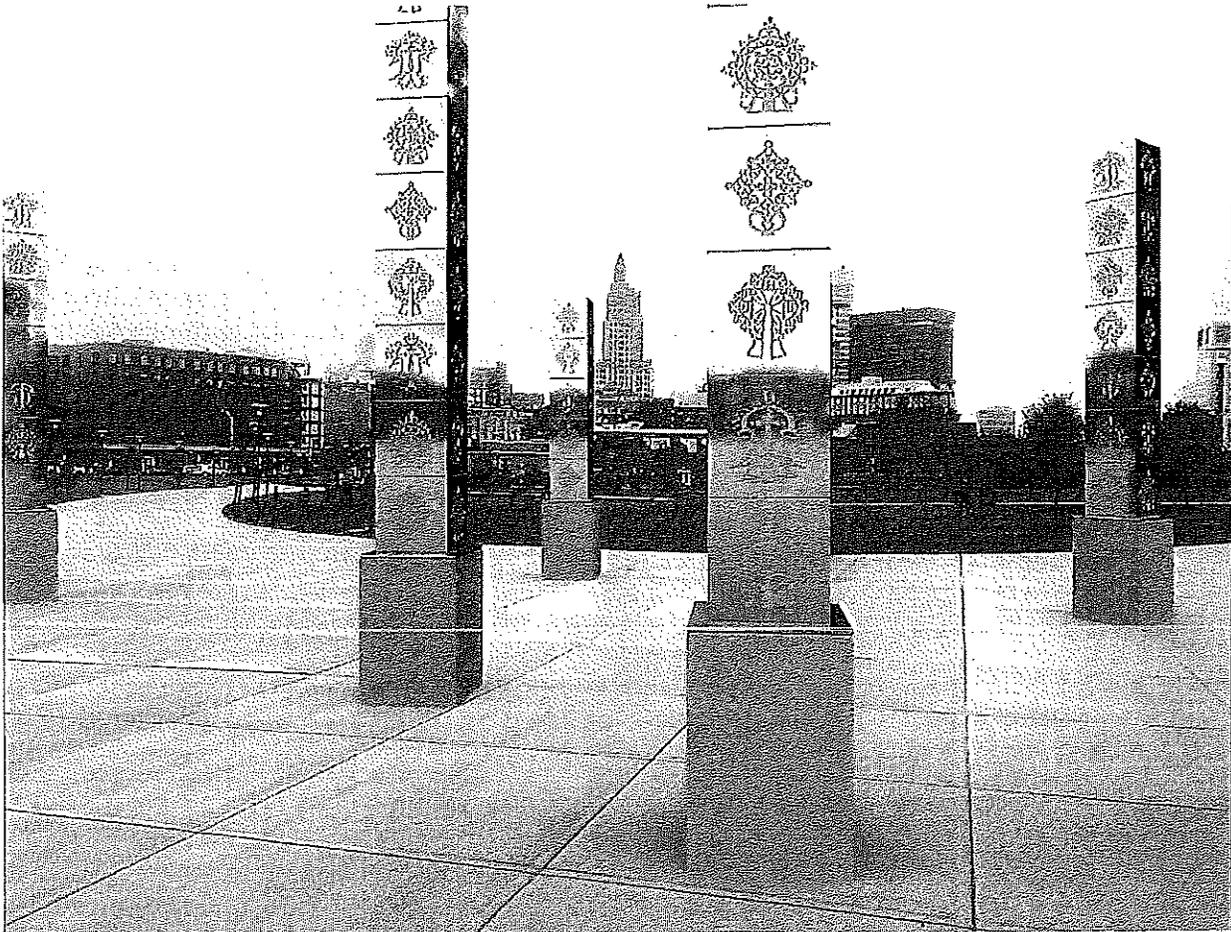
My practice seeks to expose erased histories and make space for the narratives of migration and displacement through performance art, object making, and large-scale installations. For this site-specific project, the work is inspired by the history of displacement behind the original construction of I-195 in Providence Rhode Island. Around "300 families, 172 homes, and 32 businesses" were displaced during the construction. The culminating work is intended to be a beacon for all communities and marginalized groups to reclaim this space as a community gathering point.

Currently, the design is a series of four towers placed in a cross formation, made of mirror polished stainless steel with cut out iconography. The towers are internally lit which allows for reflection during the day and the disbursement of light and symbols at night.



The central towers scale to 15 feet and are surrounded by towers that scale down in size and create a circle around the central beacons, reflecting the city's radial design. The placement of the towers also pays homage to the Congolese Cosmogram's cardinal points, a universal spiritual design shared by many indigenous cultures from around the world. The design references the compass of north, south, east, and west, a homage to the many parts of the city that the displaced have found homes.

The work aims to reflect the people of Providence as well as allows us to reflect on and illuminate those who are missing or invisible. The stories of those past and present provide energy for the sculptures and reflect our stories to visitors. This project is not feasible without community collaboration.



My practice is grounded in community and is deeply informed by my time as a certified community birthworker & doula with Mamatoto Village, a social practice art teacher and mother to a 10 year old and soon to be born baby this November 2021. The process of developing this idea has come from many conversations and guided by community members. Because of my grounding in community engagement the work will not be complete until it is activated and embodied through collective performing and programming. This allows for the people of the city to claim and activate the space, while prioritizing the marginalized groups of Providence that are on the ground doing the work.

Currently I am working with an extended list of partners including birthworker Ditra Edwards of SistaFire, performance art activist collective Haus of Glitter (who extensively work with intergenerational Providence BIPOC communities), local activist/leader/artist April Brown of Langston Hughes Community Poetry Reading and REJC (she is involved in several other Providence projects and institutions, incl. Haus of Glitter), local artist Becci Davis as well as other Providence birthworker communities. These collaborations will help further develop this work including participation in the naming of each individual tower after community members and a dedication ceremony with community programming.

The following packet includes an extended explanation of the inspiration, collaboration and design to expand upon the above narrative.

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# Artists Bio:

## Tsedaye Makonnen



Primarily through performance, image, and objects, my studio, curatorial and research-based practice weaves together my identity as the daughter of Ethiopian immigrants, a Black American woman, and my experience working as a doula in hospitals for several years — all while working full time as an artist and raising my son as a single parent. My materials can be, but are not limited to light, shadow, reflections, textiles, mirror, embodiment and collaboration. I explore the blurred transience of borders and identities, often using my body as the conduit and material — creating new visual language that portrays our geographic and ancestral connectivity across manufactured borders and circumstances. As of late, my work is an abstracted participatory intervention drawing from universal designs that originate within the Horn of Africa and are found throughout the diaspora. Such an intervention is both an intimate memorialization and protective sanctuary for Black lives.

I am an interdisciplinary artist who invests in intersectional feminism and the transhistorical forced migration of Black communities across the globe — a movement that is intimately tied to varying forms of violence and brutality. In my work, I am attempting to create visual art that will uncover the current re-enactment of humans as cargo and my hope is that the visual helps heal by awakening empathy and humanity towards Black people.

I am an multidisciplinary artist, curator, researcher and cultural producer, whose studio, practice threads together her identity as a Black mother, Birthworker and a daughter of Ethiopian immigrants. In 2019 I was the recipient of a Smithsonian Artist Research Fellowship. I have performed at the Venice Biennale, Art Basel Miami, Art on the Vine (Martha's Vineyard), Chale Wote Street Art Festival (Ghana), El Museo del Barrio, Fendika Cultural Center (Ethiopia), Festival International d'Art Performance (Martinique), Queens Museum, the Smithsonian's and more. My light sculptures have been exhibited at the National Gallery of Art, UNTITLED Art Fair and acquired by the Smithsonian for their permanent collection. My work has been featured in the NYTimes, Vogue, BOMB, Hyperallergic, Artnet, Artsy, and more. Recent exhibitions include 1:54 Contemporary African Art Fair in London, Park Avenue Armory, National Museum of Women in the Arts, The Momentary and Art Dubai. My recently published book with Washington Project for the Arts titled Black Women as/and the Living Archive, was exhibited at the Walters Art Museum as a Sondheim Prize Finalist and CFHill gallery in Stockholm, Sweden. I am represented by Addis Fine Art and currently live and work in DC.

# Historic Considerations & Inspiration

In the first half of the 20th century there was a growing national trend in city planning that focused on the construction of major expressways in dense urban areas. This was an initiative pursued on both the local and federal level. In the 1950s and 1960s the objective was too "ease, speed and access to downtown, divide neighborhoods from each other, penetrate and somehow act as a force to clean up blighted areas, reduce city sprawl and decentralize and revitalize cities in general." It was identified as a priority to expand and reconfigure I-195 in Providence RI. When Construction of I-195 began, it cut downtown Providence off from the jewelry district and the waterfront. It also resulted in the demolition of scores of businesses in the jewelry district. The Interstate resulted in 300 families, 172 homes, and 32 businesses being displaced. These citizens and communities were scattered to various areas across the city.

In 2011 an elevated portion of Interstate I-195 cutting through Providence was relocated and reclaimed over 26 acres of former highway and land for the city. This land was not returned to the communities that were displaced by the development of I-195 but this work that we are proposing will serve as a beacon to welcome all back to this region of the city.

We believe public art should be incorporated in the Truth-Telling, Reconciliation and Municipal Reparations Process Initiated by Mayor Jorge Elorza. Our proposal embodies the mission of restorative justice and prioritizes the communities whose stories have been erased.

*"As a country and a community, we owe a debt to our Black, Indigenous People, and People of Color, and on the local level, we are using this opportunity to correct a wrong," said Mayor Jorge Elorza. "Though this does not undo history it is the first step in accepting the role Providence and Rhode Island has held in generations of pain and violence against these residents, healing some of the deepest wounds our country faces today. May this process of truth bring us education and awareness of these wrong-doings and may our reconciliation change the systems that continue to oppress our communities, while reaffirming our commitment to building a brighter, more inclusive future."*<sup>1</sup>

## About Bertha Grant Higgins



Bertha Grant Higgins was an American suffragist, civil rights activist and clubwoman. She was involved in supporting women's suffrage in Rhode Island. She strongly supported the Dyer Anti-Lynching bill and worked towards equal rights for African Americans. She lived in the West End of Providence which is still mostly populated by people of color and her home was a gathering sanctuary for the community and other activists.

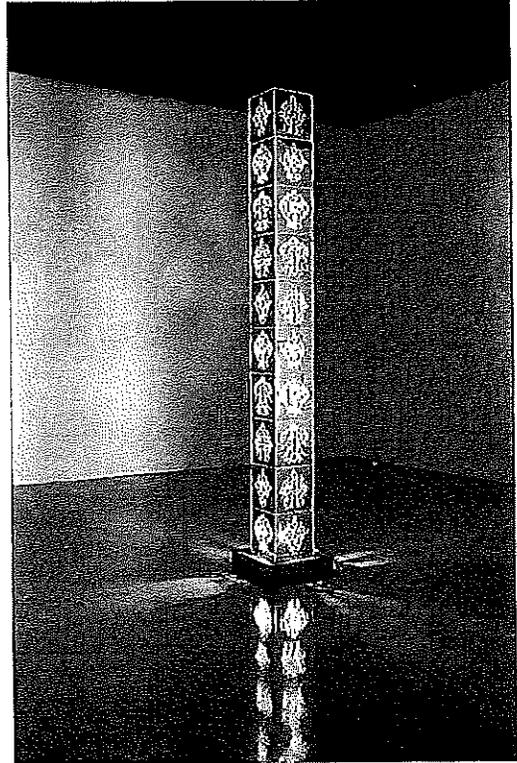
<sup>1</sup> [Mayor Jorge Elorza Announces Truth-Telling, Reconciliation and Municipal Reparations Process](#)

# History of the Light Sculptures

My light sculptures have historically consisted of large-scale installations made up of light towers that are described as obelisks (a nod to Ethiopia's Axum created during the 4th-century CE, further discussed in the design section), monuments and totems. Within each tower are individual lightboxes stacked on top of each other, each lightbox is named after a self-identifying Black woman or girl who has died from state-sanctioned violence in the US or while migrating to Europe from East Africa across the Mediterranean.

The gallery presentation of my light sculptures are made out of mirror acrylic, and function similarly to a moving image. The sculpture reflects the audience's movement, placing them within the work. Additionally, the sculptures cast Ethiopian Coptic patterns onto every surface of the gallery space. I explore movement further with hand-printed scarves and textiles I create as extensions of my mirrored sculptures and performances. The light sculptures breath life into other areas of my practice through the creation of textiles with the cut out mirrored pieces derived from the light sculptures.

In the past, these works have traced the history of state sanctioned violence and police brutality towards Black women. The work has also investigated the transhistorical forced migration of Black communities across the globe. My work engages community building, social engagement, and collaboration to uncover deeper narratives of the surrounding communities. Collaboration is key to how we build artwork that connects with communities. I see these modes of working as the key to building artwork that serves the community and brings us together.



For this proposal the new iteration of the work symbolizes those who have done so much to provide for Providence, all the activists, artists, birth workers, and doulas that are bringing life to our communities. Through the embodying of memory, ritual, ceremony, remembrance and memorialization, the light sculptures seek to create space to reflect upon and honor moments of profound loss.

# Community Engagment & Local Partners:

The central columns of the sculpture is dedicated to Bertha Higgins but the surrounding light sculptures will be named after different community members which will be identified in collaboration with local partners. Through this collaborative process we will identify the names of the additional sculptures to make sure the work provides space for a variety of communities in this central gathering point.

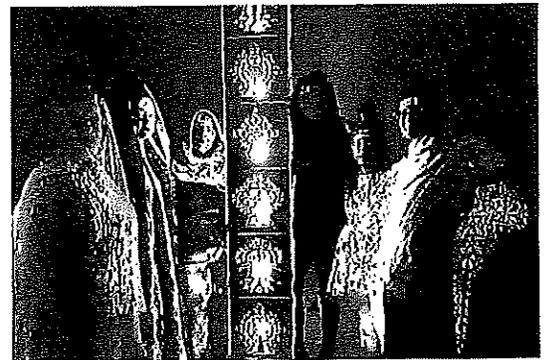
*Names of women who have been suggested to us from our participating partners are:*

- The womxn who hung herself on the first voyage of the slaveship "Sally", commanded by Esek Hopkins.
- Nancy Elizabeth Prophet

## Community Partners

*Confirmed Participating Partners:*

- Haus of Glitter
- SistaFire (Ditra Edwards)
- April Brown
- Becci Davis



## Space Dedication and Community Days

An extension of the collaboration is the development of the dedication ceremony of light sculptures and the production of community events. Part of my practice is to activate the space through performance art. This collaborative partnership we will develop public programming and performances to make sure that the community feels welcomed in this space.

I will be proposing a series of performances as a part of the unveiling of the sculptures. The work itself will not be complete until it is activated and embodied by community members the sculptures are simply objects without the people and the energy of our ancestors and the spirits that come through us during these performances. Activating the sculpture will provide meaning to the beacon and the purpose of calling communities displaced by the building of the bridge back to their homes to reclaim the land and create space for healing that the separation created.

Both Haus of Glitter and Sistafire have agreed to participate and direct the programming surrounding the unveiling of the light sculptures. Haus of Glitter already has an activist dance opera titled: The Historical Fantasy of Esek Hopkins that can be adopted for the Landmark public art unveiling. They work with marginalized youth, Indigenous elders, Malian drummers, Sistafire birthworkers and much more to create ritual-based performances and work that investigates lineage; and to heal and shift the energetic center of this space and land's layered history toward Queer Feminist PoC Wisdom, Healing, & Collective Liberation.

## Partnership with Haus of Glitter Dance Company



Through our partnership with The Haus of Glitter Dance Company's Historical Intervention in the former home of Esek Hopkins, commander of the slavership "Sally," this project aims to engage with The Haus of Glitter's strong ties with local intergenerational creative justice-centered work to ensure that the final piece embodies and celebrates the history, culture and passion of Providence's diverse lineage, while reckoning with its painful past of colonization, slavery, white supremacy and cis-hetero-patriarchal violence.

In addition to honoring the central historical legacy of The Haus of Glitter's Historical Intervention -- the woman who hung herself on the first voyage of the slavership "Sally," The Haus of Glitter will be a key contributor for the activation of the site before, during, and after the installation and into the future. With their locally relevant practice of site-specific performance and intergenerational interfaith multicultural community ritual, The Haus of Glitter will collaborate with our project team to support our historical and cultural research to contextualize and inform the process with community voice at the center; create and teach culturally relevant choreography to an intergenerational cast of dancers to be performed in ceremony at the unveiling; support the curation of local BIPOC elder culture bearers and

creative leaders to engage with the site; program the unveiling of the final piece with Queer Feminist BIPOC-led offerings such as yoga, dance and drumming classes, healing circles and intergenerational earthwork + ritual; and create a site-specific meditation accessible on all major music platforms for the public to listen at their leisure to connect to piece from anywhere in the world and at the site itself.

In addition to their depth of community-powered creative practice, The Haus of Glitter also brings strong community partnerships to the table, such as PRONKI + The Yeredon Center, Mali + The Glitter Goddess Collective NYC + AS220 & AS220 Youth + TAPA: Trinity Academy for the Performing Arts + PVDFest + FirstWorks + Providence Department of Art, Culture & Tourism + RISCA: RI State Council for the Arts + The Avenue Concept + Brown University +

Preservation RI + Providence Public Libraries + Rochambeau Community Library + Roger Williams Parks Conservancy + Project Wayfinder + The Cedarhurst Center for the Arts + The DownDog Yoga App + Langston Hughes Community Poetry Reading + Movement Education Outdoors + blackearth lab + Open Farms Retreat + Pushed Learning & Media + The Dragon's Egg + RIBS: RI Black Storytellers + New England Grassroots Environmental Fund + RI State Conservation

Committee + Sustain PVD Fair + Northern RI Conservation District + RI Environmental Education Association + Safe Streets Coalition



To learn more about the slave ship "Sally" [CLICK HERE](#)

To read more about The Haus of Glitter's Historical Intervention in the former home of Esek Hopkins, [CLICK HERE](#)

# Design Elements

The designs are an iteration of my previous light sculptures inspired by my Ethiopian heritage. This section will discuss the material selection, Iconography, Architectural Inspirations and further design priorities of our team and collaborative members.

## Material Selection

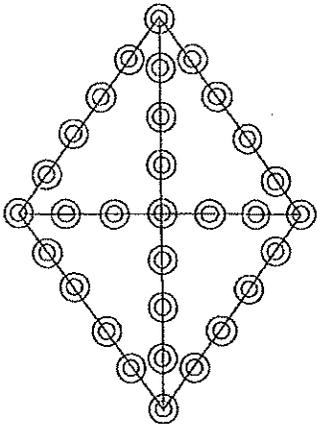
The light sculptures are designed using mirror polished marine grade 316L stainless steel and internal diffused lighting elements. The polished stainless steel creates a mirrored effect. The selection of these materials is an extension of the artistic narrative and our desire for individuals to see themselves reflected in the work. The combination of the cut out symbols and diffused light creates the effect of a glowing beacon, fueled by the dreams of our ancestors.

We have worked diligently with our fabrication and engineering team at Powerhouse Arts and the Landmark team to select a series of material that will not only support the artistic vision but the longevity and sustainability of the work.

## Reflection & Light

The light sculptures are designed using mirror polished stainless steel and various diffuse lighting elements. The polished stainless steel creates a mirror effect. This reflects the people of Providence in the world as well as the surrounding communities. It also allows us to reflect on and illuminate who is missing or invisible. The stories of those past and present provide energy for the sculptures and the reflection of our stories to visitors.

## Symbols & Universal Iconography

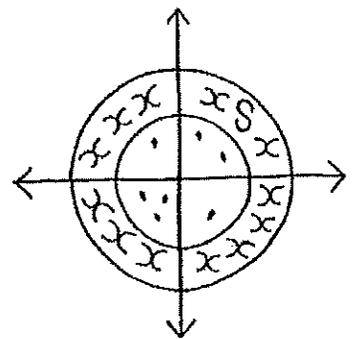


Kongolesse Cosmograms

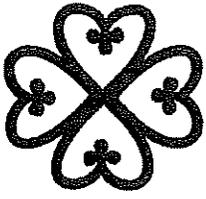
The light sculptures are designed with cut out iconography from across the African diaspora and internally lit so that the symbols are projected onto the surrounding areas. The imagery is both of Ethiopian descent and found throughout Christianity/ Coptic Crosses are based in healing and were adopted by the church.

The selection of the symbols is an expansion of Tsedaye's research into universal and diaspora symbols as a Smithsonian Artist Research Fellow. The selected symbols for this proposal, in conversation with the architectural designs, create space for any individual to see themselves in this work. Tsedaye has intentionally selected symbols that mean *healing, protection, rebirth and reverence for the earth (and all that reside on it)* and pre-date 'organized' religions.

Benin (Dahomey) / Nigeria (Yoruba & Igbo)



Many of the symbols call to the communities effected by Rhode Island's involvement in the TransAtlantic Slave Trade. These symbols (ex: Ethiopian Coptic crosses, Kongolesse Cosmogram, Dogon symbols, Adinkra symbols,



*Nyame Dua (Ghanian Adinkra symbol)*

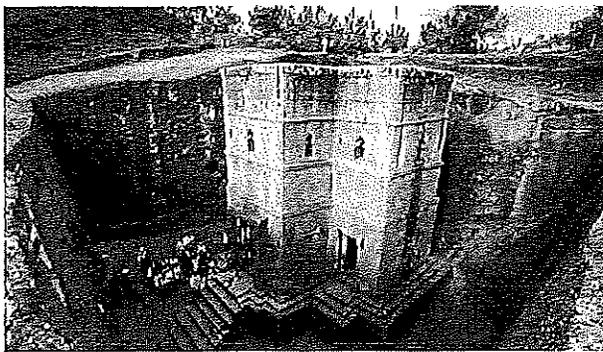
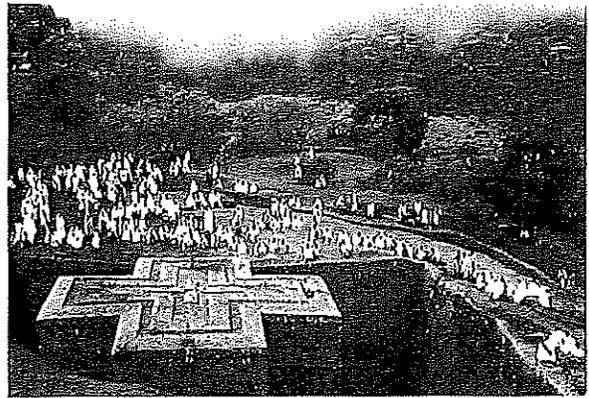
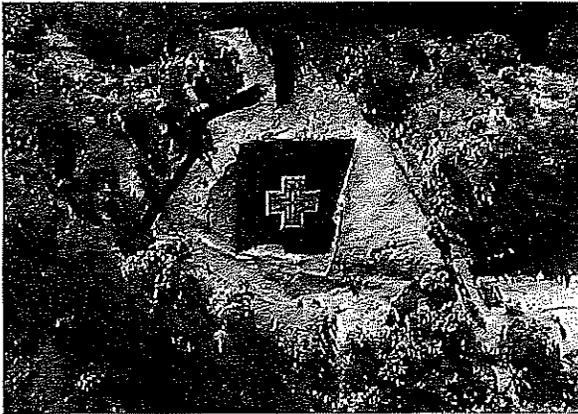
Yoruba Cosmology, Dahomey spirituality, etc...) are meant to reflect universal iconography but based in diasporic Blackness. There is room for each individual to find themselves reflected in this work. The placement of the towers pays homage to the Congolese Cosmogram which references the cardinal points north, south, east, and west. This directional design element pays homage to the regions of the city that the displaced communities now reside and the surrounding circle of towers references the cities expanding radial design.

The placement of the inner towers calls to the architecture of Axum and Lalibela, two historical Ethiopian sights (expanded on in the next section). Those locations hold historical significance to Ethiopians, they are also sites of pilgrimage for many communities and Christians in particular.

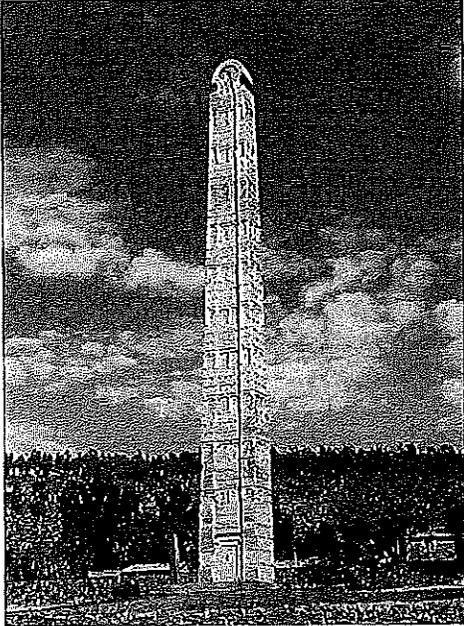


## Architectural Inspiration & Placement

Axum and Lalibela are two of Ethiopia's holy sites: Lalibela is the spiritual home of the country's Orthodox Christian faith and some of the oldest churches in the Christian faith. The depths of Ethiopians history and universal ties goes back to the biblical sites of Solomon, and even much further. The layout of the structures are thought to be a symbolic representation of Jerusalem.



*Lalibela (Built in 12th Century Ethiopia 1)*



*Obelisk of Axum (4th century Ethiopia)*

The churches themselves are significant engineering feats carved from within the earth from "living rock". Axum is the site of the historic capital of the Aksumite Empire, a naval and trading power that ruled the whole region from about 400 BCE into the 10th century. In 1980, UNESCO added Axum's archaeological sites to its list of World Heritage Sites due to their historic value.

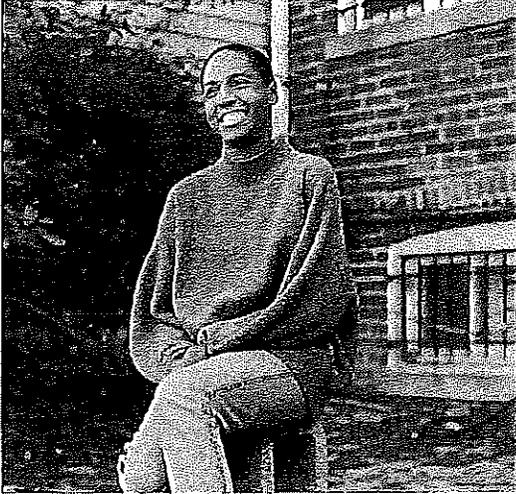
The massive ruins, dating from between the 1st and the 13th century A.D., include monolithic obelisks, giant stelae, royal tombs and the ruins of ancient castles.

Since these architectural designs are indigenous to Ethiopia and more importantly, the African diaspora, it is inherently human since it originates from the part of the world that we all come from.

## Design Priorities

Throughout this process we have collaborated with a variety of Providence community members to identify further areas of exploration to discuss with the city if selected for this commission. Community members have identified seating as priority of interest. Due to the nature of the process these elements were not integrated into this phase but our team would like to work with the Landmark commission to identify which surrounding areas of the park can be utilized for accessible seating for all ages and lighting that can be integrated into the designs.

# Team Members



*Aisha White*  
*Tsedaye Studio*  
*Project Manager & Studio Assistant*

Aisha White is a cultural organizer, artist and researcher with a passion for community building and social impact. A majority of her work centers supporting her community of artists to build and grow their projects, while her personal practice focuses on public health and fellowship. Her background in social enterprise, community engagement and sustainable development has informed her passion for socially engaged art. Her research in ethics and project development leads her to take a trauma informed approach to all of her work.

Aisha holds a Bachelor's Degree in Business

Administration from the University of Pittsburgh and a MA Cultural Policy Degree in Arts, Enterprise and Development from the University of Warwick in Coventry UK. In addition, she holds a certificate in Mixed Reality Design from Oxford University



*Ben Cohen*  
*Powerhouse Arts*  
*Wood and Metal Director*

As an industrial designer, Ben brings to the role accumulated years of experience working with designers and artists, institutions and fabricators on ambitious technical projects. In addition to his experience sourcing, building, maintaining and running workshops with an array of processes, centered around wood and metal, he has also incorporated printmaking, CNC machining, 3D printing and robotics into his projects with the goal of creating artworks, products, and experiences that move beyond the conventional. He is a Co-founder & Director of the non-profit The Gowanus Studio Space, a thriving artist-run studio and workshop that has provided affordable studios and

workspace in the neighborhood for the past 11 years.



*Kiah Vidyarthi*  
*Collaborative Production Manager*  
*Powerhouse Arts*

As the Collaborative Production Manager at Powerhouse Arts, Kiah brings her fabrication and production management expertise together to support the workflow of the Collaborative Production Department.

She has been working in fashion, film and fine art for nearly 10 years. Kiah was a costume designer and special effects artist for film and television with a focus on creature fabrication. She also oversaw production and logistics for a vegan fashion company before joining the Powerhouse Arts team as a Textile Fabricator in the Spring of 2018. She has a degree in Photography from Bard College. She is currently studying Herbal Medicine in her free time.

## Production Team - Powerhouse Arts

This work is generously supported by Powerhouse Arts and their Subsidy Program for Artists of Color. Powerhouse Arts strives to make sure that artists have the skills, knowledge, and resources to lead fulfilling and sustainable creative lives. The benefits of working collaboratively with expert fabricators to produce one's work have traditionally been accessible only to artists and galleries with the means to locate and pay for this service.

Beginning in December 2020, Powerhouse Arts is providing qualifying individual artists and nonprofit arts organizations with discounted Collaborative Production services through a pilot subsidy program. This program reduces the expense of hiring our expert fabricators for artists disproportionately affected by systemic inequality, and for 501c3 nonprofit organizations.

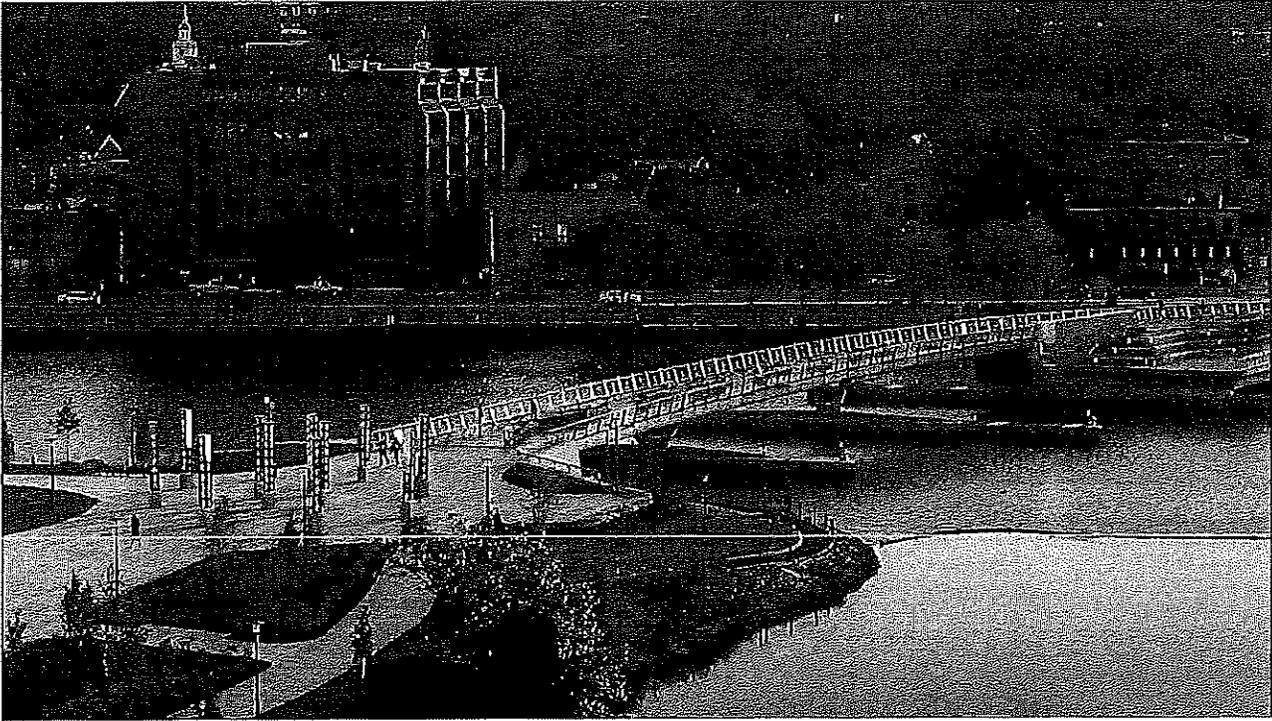
Powerhouse Arts is a not-for-profit based in Gowanus and Red Hook, Brooklyn, established to create a robust platform for art production and employment in the arts. Our programming includes education, employment, and public engagement to increase access and opportunity for participation in the arts for all.

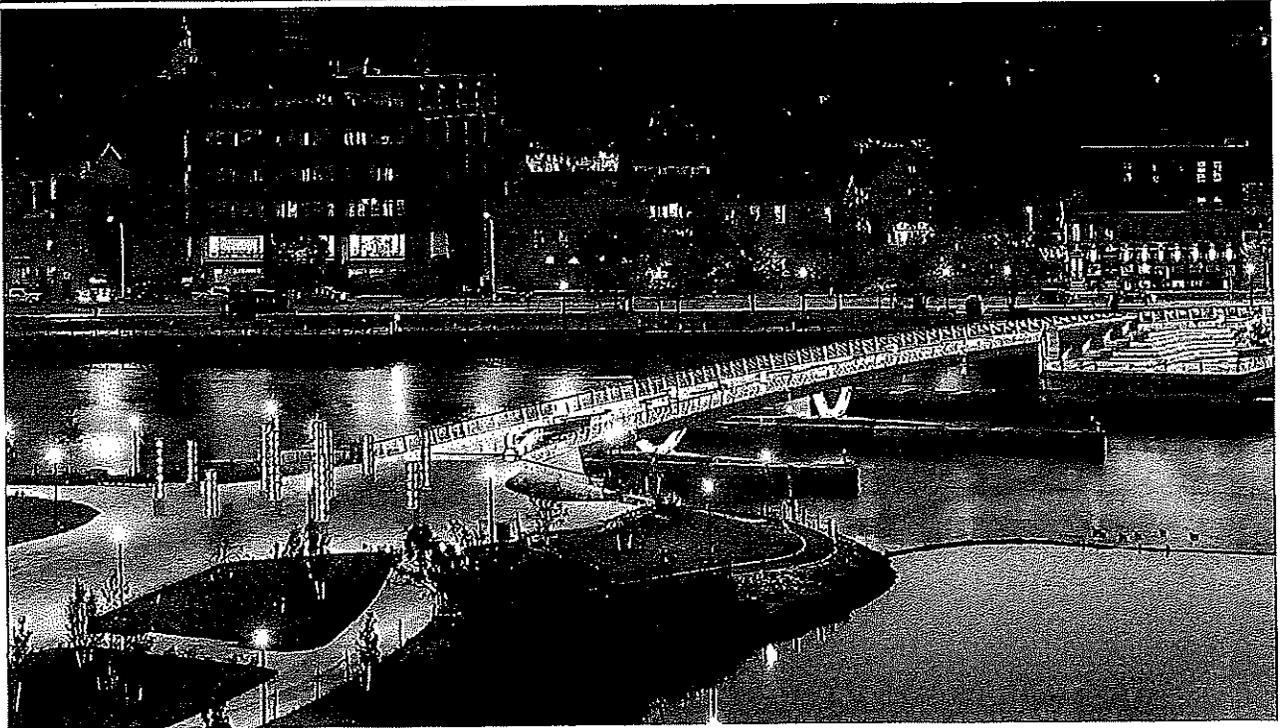
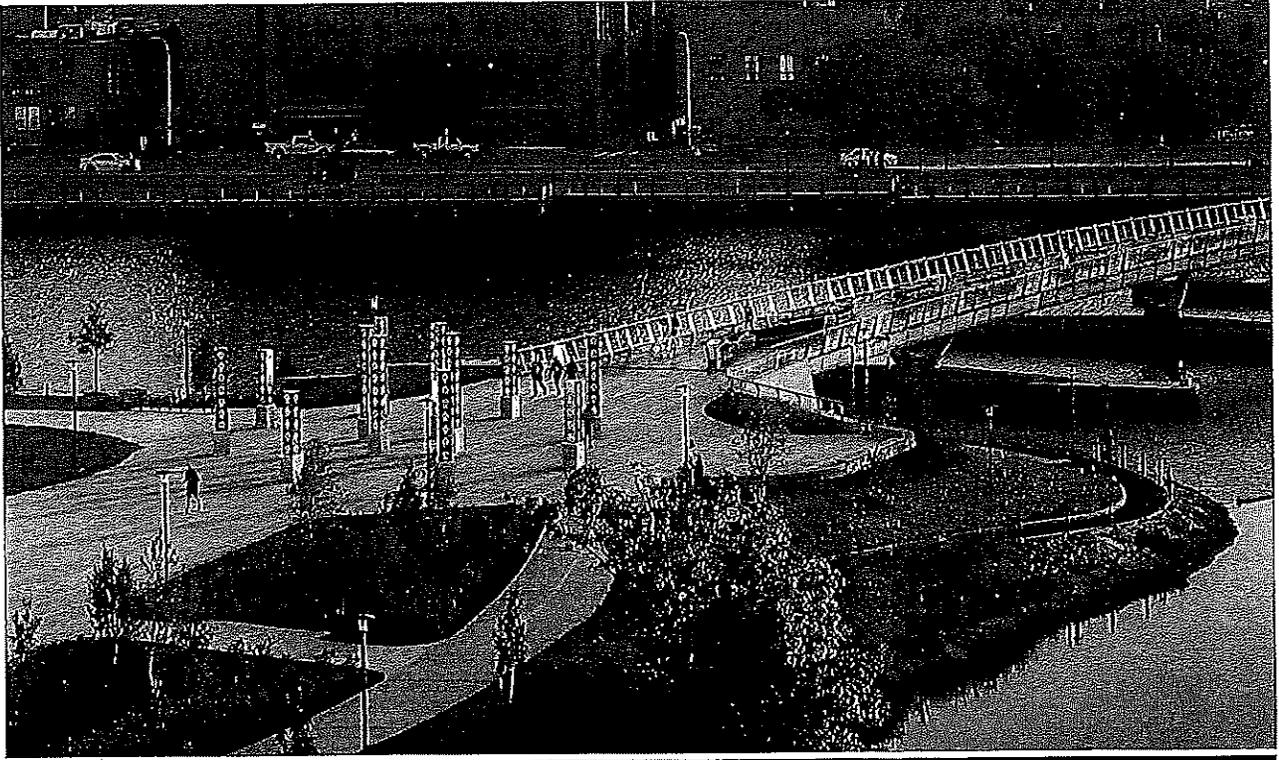
Powerhouse Arts works collaboratively with artists on projects at all stages – from concept development to project execution to installation. They work across materials - with capabilities in wood, metal, ceramic, textile, print, digital fabrication, installation, assembly, and project management. They welcome production runs and editions, large-scale fabrication projects, and everything in between. They have worked with a variety of organizations including the Shed, the Highline and the Queens Museum.

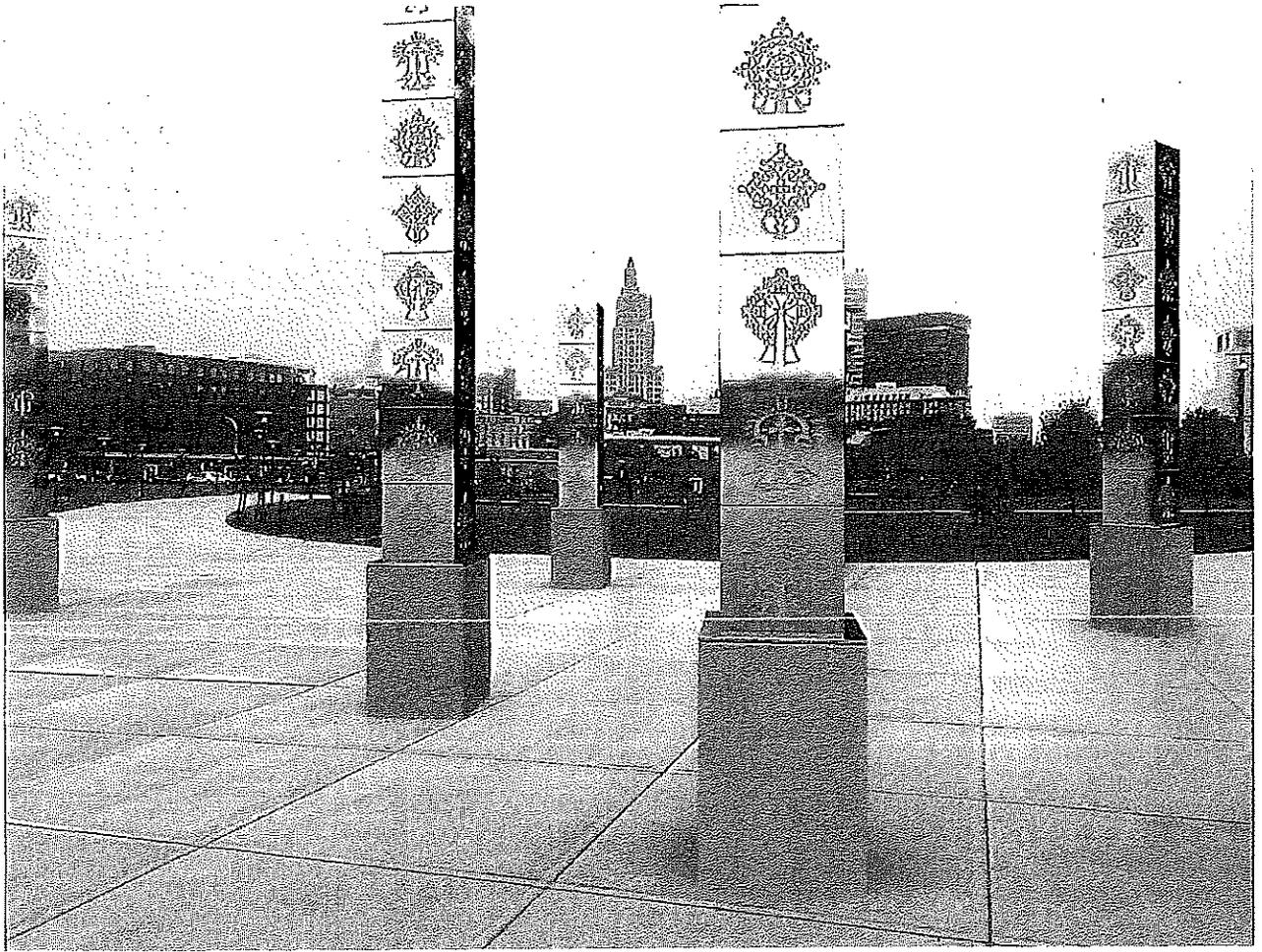
In addition to fabrication, Powerhouse Arts provides total project management support for artists and institutions looking to produce ambitious projects. They manage all project phases including design assistance, modeling, prototyping, production, fabrication, finishing, assembly, delivery, and installation.

To learn more about Power House arts please visit their website : <https://www.powerhousearts.org>

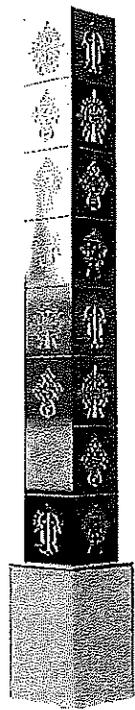
Sculpture Renderings

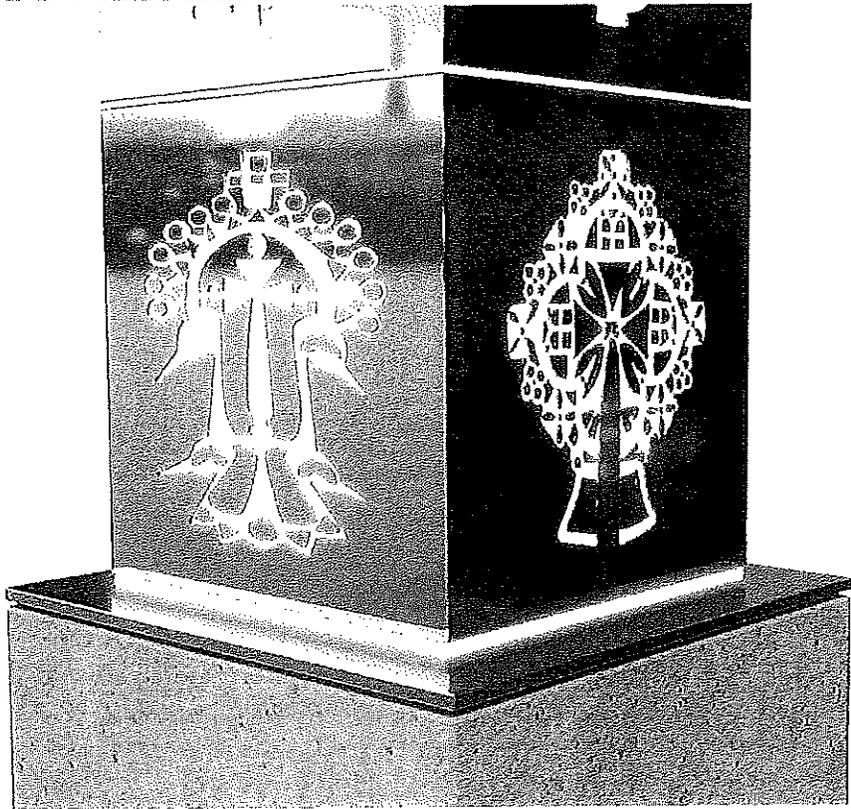
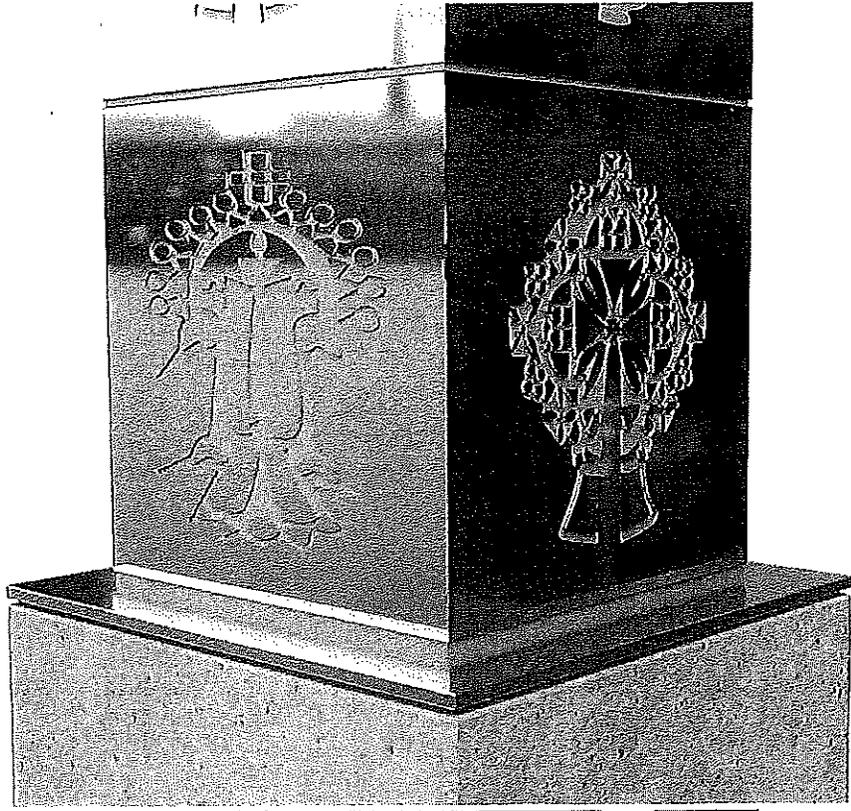








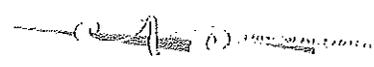




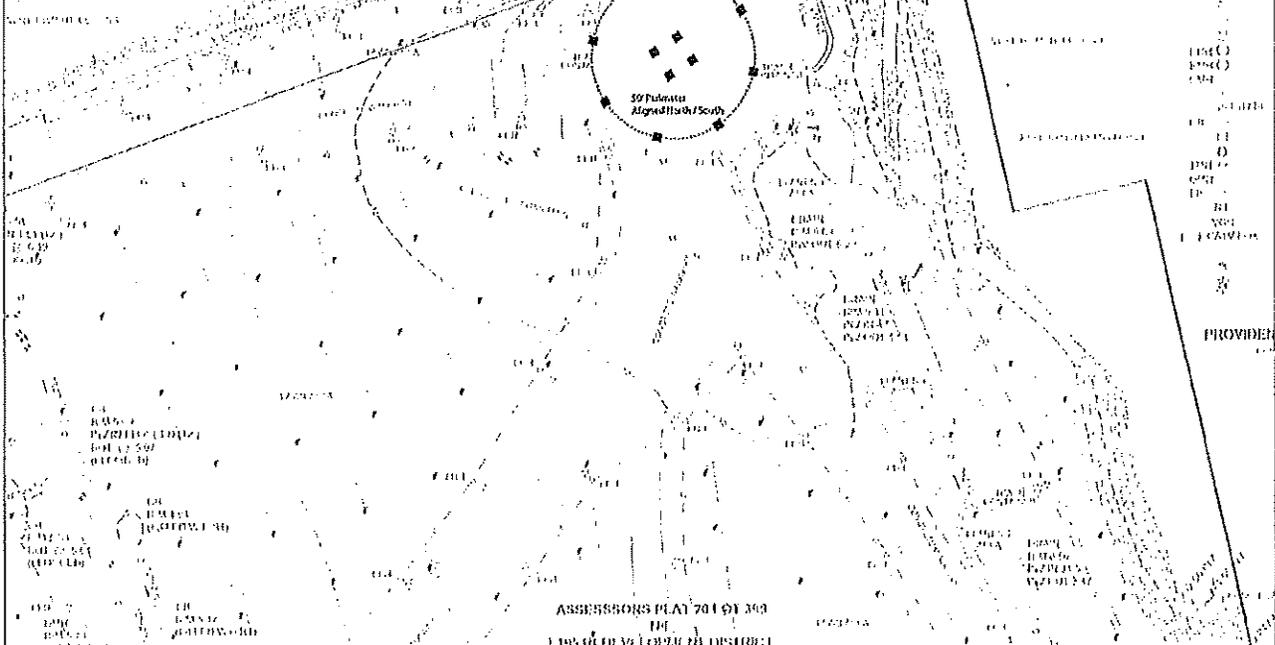
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PROVIDER



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**EXHIBIT 2 ARTWORK BUDGET**

The budget for the proposed Artwork is inserted here. The City is able to allocate \$850,000 for this Artwork.

Landmark Public Art Budget- Tsedaye		*fabricator, budget items dependent on final designs	
<b>Planning, Administrative and Overhead</b>			
Artists Payment	\$146,000		
Project Manager	\$10,000		
Legal Phase 1	\$5,000		
Legal Phase 2	\$5,000		
Documentation	\$5,000		
Consultants and specialist	\$10,000		
travel (4+ trips , travel, housing, food)	\$8,000	4+ trips , travel and accom	
Childcare	\$2,000		
	<b>SubTotal</b>	<b>\$191,000.00</b>	
<b>Site Planning and Approvals</b>			
UAP Design and Development	\$82,345		
Design Development & Engineering*			
Assembly and Testing*			
	<b>SubTotal</b>	<b>\$82,345.00</b>	
<b>Materials, Fabrication &amp; Installation</b>			
Metal Fabrication *	\$517,655		
Metal Finishing*			
Site preparation and Electrical Installation*			
5 Day Installation Team*			
Metal Fabrication Materials and Hardware*			
Glass Diffusers and Stainless Patterns*			
Lighting and Controls (Color Kinetics)*			
	<b>SubTotal</b>	<b>\$517,655.00</b>	
<b>Community Engagement</b>			
Programatic Partners & Community Events	\$10,000		
Event & Rental budget	\$10,000		
	<b>Subtotal</b>	<b>\$20,000.00</b>	
<b>Contingency Fee</b>		<b>\$39,000.00</b>	
	<b>Total Budget</b>	<b>\$850,000.00</b>	
	<b>Over Budget</b>	<b>\$0.00</b>	

**EXHIBIT 3: PROJECT TIMETABLE AND PAYMENT SCHEDULE**

The Agency shall pay the Artist a fixed fee of \$850,000, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

\*While this Exhibit includes the payment schedule, the timetable of deliverables does not represent an exhaustive list of all Party obligations as described within this Agreement and is to be considered a supplemental document to the Agreement.

\*\* *Italicized text is dependent on response, review, and/or disagreement among Parties and may, in practice, not occur.*

<b>Design 2</b>			
<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>	<b>Payment Allotment</b>
Artist	Design 2 Development (Sec.3)	Up to 45 days	Up to \$150,000.00, approximately 17.6 percent, for work, billed hourly, and material expenses to prepare Design 2 deliverables set forth under Section 3. Invoices must be sent at the end of the month, on a monthly basis. (Payment 1)
Agency	Review Design 2 (Sec.4)	Up to 30 days	
Artist	<i>Respond to Agency Review (Sec. 4.2)</i>	<i>Up to 30 days</i>	
Agency (with Artist involvement)	Submit Design to I-195 Redevelopment District Commission for Review (Sec.4.4)		
<b>Design 3</b>			
<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>	<b>Payment Allotment</b>
Agency	Receive easement from I-195 Redevelopment District (Sec.5.1)	Up to 30 days to process payment.	Approximately 2.3 percent, \$20,000. (Payment 2)
Artist	Deliver Design 3 (Sec.5.2)	Up to 90 days	
Agency	Review Design 3 (Sec.6.1)	Up to 30 days	

Artist	<i>Respond to Agency Review (Sec.6.2 and Sec.6.3)</i>	<i>Up to 15 days</i>	
Artist	Pursue Permits from Approval Bodies and Permitting Agencies (Sec.6.4)	Regularly update Agency on developments, with advance notice	
Artist	Respond to Review from Approval Bodies and Permitting Agencies (Sec.6.8)	Update Agency within 10 days of any requested changes	
<b>Fabrication</b>			
Responsible Party	Deliverables	Timetable	Payment Allotment
Agency	Written notice to Artist to begin fabrication of Design 3 (Sec.7.1). Process Payment.	Upon the Agency's notification to the Artist of its approval of the Design 3 as set forth under Section 7.1.; up to 30 days to process payment	50 percent, \$425,000 (Payment 3)
Artist	Fabricate physical component of Artwork (Sec.7.2)	Timetable of approved Design 3	
Agency	Review Completed fabricated component of Artwork (Sec.7.8)	Up to 25 Days	
Artist	<i>Respond to Agency Review (Sec.7.11)</i>	<i>Up to 15 Days</i>	
<b>Installation and Title of Transfer</b>			
Responsible Party	Deliverables	Timetable	Payment Allotment
Agency	Process payment	Processed up to 30 days after the Agency provides a written approval of fabrication	10 percent, \$85,000 (Payment 4)
Artist	Site Review (Sec.9.3)	Up to 20 Days	
Agency	Review the Site Review, Provide Written Approval of Site Review (Sec.9.4)	Up to 10 Days	
Agency	<i>Cure adverse conditions accepted from Site Review (Sec.9.6)</i>	<i>Up to 15 Days (or more if cure requires more time)</i>	
Artist	<i>Respond to Agency's Review (Sec.9.7)</i>	<i>Up to 15 Days</i>	
Artist	Install Fabricated Artwork (Sec.9.9)	Timetable of approved Design 3	

Artist	Provide Updated Maintenance Plan (Sec.9.13)	Up to 5 Days after installation	
Artist	Provide Photographs and Documents of the Installation (Sec.9.14)	Up to 5 Days after installation	
Artist	Send Written Notification of Completion of Installation to Agency. (Sec.9.15)		
Agency	Review Installation (Sec.9.16)	Up to 15 Days	
Artist	Respond to Agency review (Sec.9.17)	Up to 10 Days	
Agency	Submit Written Approval of Installation – Physical Component of Artwork Become Agency’s Public Property (Sec.9.19)		
Agency	Process Payment	Payment processed up to 30 days after acceptance of the installation by the Agency as set forth under (Sec.9.19).	Approximately 12.3 percent, \$105,000 (Payment 5)
Artist	Transfer Title	Upon receiving Payment #5, the Artist will deliver Transfer of Title (Exhibit 6) to the Agency (Sec.9.20).	
<b>Programming and Final Acceptance of Artwork</b>			
Responsible Party	Deliverables	Timetable	Payment Allotment
Artist	Host Programming (Sec.10.1)	Timetable of approved Design 3	
Artist	Attend At Least 2 Public Meetings / Events (Sec.10.3)	Timetable To Be Determined	
Artist	Photos and Documentation of Programming (Sec.10.4)	Up to 5 Days After Programming	
Artist	Written Notice of Completion of Artwork (Sec.10.5)		
Agency	Review Notice of Completion of Artwork (Sec.10.6)	Up to 15 Days	
Artist	Respond to Agency Review (Sec.10.10)	Up to 10 Days	
Agency	Written Final Acceptance of Artwork; Final Payment	Payment processed up to 30 days after Final	All remaining funds within the allocated

	(10.9)	Acceptance of Artwork as set forth under Section 10.	budget (Payment 6)
Agency and Artist	Exit Interview (10.13)	Up to 15 Days After Written Final Acceptance of Artwork	
<b>Total Payment:</b>			<b>\$850,000</b>

## Exhibit 4 Insurance

### A. Insurance – General

1. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in Providence, Rhode Island. The required insurance shall cover the Artist's employees, agents, contractors and subcontractors. The City of Providence and the Providence Public Buildings Authority, their officials, employees, agents and contractors, shall be named as additional insureds.
2. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance with respect to the City of Providence and the Providence Public Buildings Authority, their officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City of Providence or the Providence Public Buildings Authority, their officials, employees, agents and contractors, shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute to the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Prior to undertaking any work under this Agreement, the Artist, at no expense to the City of Providence or the Providence Public Buildings Authority, shall furnish a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after 30 days' prior written notice to the Agency. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the City of Providence and the Providence Public Buildings Authority as additional insureds.
4. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of this Agreement.
5. Failure of the Artist to comply with any of the terms of this Exhibit shall be considered a material breach of this Agreement and cause for its immediate termination.

## B. Insurance Policies

### 1. Commercial General Liability.

Said policy must provide the following minimum coverage: Two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage; and two million dollars (\$2,000,000) annual aggregate.

The duration of the general liability insurance shall extend for one (1) year after the termination of this Agreement.

2. Automobile liability insurance policy. Said policy must provide the following minimum coverage: bodily injury liability of two hundred thousand dollars (\$200,000) for each person, five hundred thousand dollars (\$500,000) per occurrence, and property damage liability of one hundred thousand dollars (\$100,000.00) for each occurrence.

3. The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

4. Professional Liability with a minimum sum of one million dollars (\$1,000,000).

5. Transportation/Cartage insurance all-risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading.

6. All-Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork.

7. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Rhode Island providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$200,000.

**EXHIBIT 5 Agency Site Survey**



# FUSS & O'NEILL

June 23, 2022

Richard J. Colavecchio, AIA, NCARB  
Senior Architect  
Studio JAED  
42 Weybosset Street, Suite 403  
Providence, RI 02908

RE: Existing Conditions Analysis  
I-195 Redevelopment District  
West Side Park – Michael Van Leesten Pedestrian Bridge Landing

Dear Mr. Colavecchio:

The purpose of this letter is to present a summary of the existing conditions, soil management requirements, and potential site constraints associated with the proposed public art installation at the I-195 Redevelopment District West Side Park (District Park). Based on the *Landmark Public Art RFP* prepared by Tsedaye Studio, the west landing of the Michael Van Leesten Pedestrian Bridge landing will be improved with a new public artwork consisting of a series of stainless-steel, illuminated towers installed in a radial pattern. Installation of the towers and supporting electrical infrastructure will require land disturbance, ground improvements, and soil management activities.

The information listed in this document was obtained from many available sources, including:

- March 2012 *Site Investigation Report and Soil Management Plan* prepared by CDR Maguire Inc.
- December 2012 *Improvements to Interstate Route 195 Contract 15* by the State of Rhode Island Department of Transportation (RIDOT).
- August 2017 *Supplemental Site Investigation Report and Soil Management Plan Addendum* prepared by CDR Maguire Inc.
- September 2017 *Improvements to Interstate Route 195 Contract 16* by RIDOT.
- November 2017 *Remedial Action Work Plan* prepared by CDR Maguire Inc.
- December 2017 *Improvements to Interstate Route 195 Contract 17 Waterfront Parks* by RIDOT.
- August 2020 *Existing Conditions Plan* prepared by National Surveyors-Developers Inc.
- *Materials and Quality Assurance Gradation and Proctor Reports* by RIDOT.
- *Materials and Quality Assurance Nuclear Density Test of Soils Reports* by RIDOT.

317 Iron Horse Way  
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800.286.2469  
f 860.533.5143

[www.fando.com](http://www.fando.com)

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont

Fuss & O'Neill also obtained field information from site visits and a ground penetrating radar survey conducted during May 2022.



Richard J. Colavecchio

June 24, 2022

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## Existing Conditions

### Utility Location and Clearance

On May 24, 2022, Ground Penetration Radar System (GPRS) LLC, conducted a ground-penetrating radar (GPR) survey of the west landing of the Michael Van Leesten Pedestrian Bridge using a GPR and handheld electromagnetic pipe locator. The objective of the GPR survey was to identify underground utilities within the proposed public art footprint. A detailed summary of GPRS's findings is included as *Attachment A*.

GPRS identified site lighting electrical conduit approximately 1-2 feet below grade surface (fbgs) and irrigation lines within the proposed public art footprint. Irrigation lines were observed to be located approximately 3-4 fbgs in some areas, and above grade surface (drip irrigation lines) in others. GPRS also visually identified polyvinyl chloride (PVC) retaining wall drains at the edge of the proposed public art footprint. GPRS was unable to detect the PVC drainage outside the footprint of the retaining wall.

A handheld GPS unit was used by GPRS to record utility locations identified in the field. The GPS locator used during the GPR investigation was certified for sub-meter accuracy. GPRS's findings have been overlaid on top of the August 2020 *Existing Conditions Plan* prepared by National Surveyors-Developers Inc for reference and is attached herein as *Figure 1 - Subsurface Utility Plan*.

### Environmental and Soil Remediation

As detailed in the March 2012 *Site Investigation Report and Soil Management Plan* prepared by CDR Maguire Inc. on behalf of RIDOT, soil throughout the District Park was documented to contain anthropogenic urban fill materials. Soil samples collected from urban fill soils were identified to contain heavy metals, petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds. Select compounds were detected at concentrations exceeding applicable Rhode Island Department of Environmental Management (RIDEM) Direct Exposure Criteria (DEC).

As part of remediation and re-development activities at the District Park, urban fill soils identified to contain contaminants of concern were encapsulated by a variety of engineered caps by RIDOT. The integrity of this remediation cap must be maintained during normal site activities and repaired according to RIDEM standards if disturbances are necessary.

A typical diagram depicting three different cap cross sections that have been employed at the park is included as *Figure 2*, below. The installation of the art project may involve disturbance of cap scenarios labeled as both "UNPAVED" and "PAVED" as depicted in this diagram.



Richard J. Colavecchio

June 24, 2022

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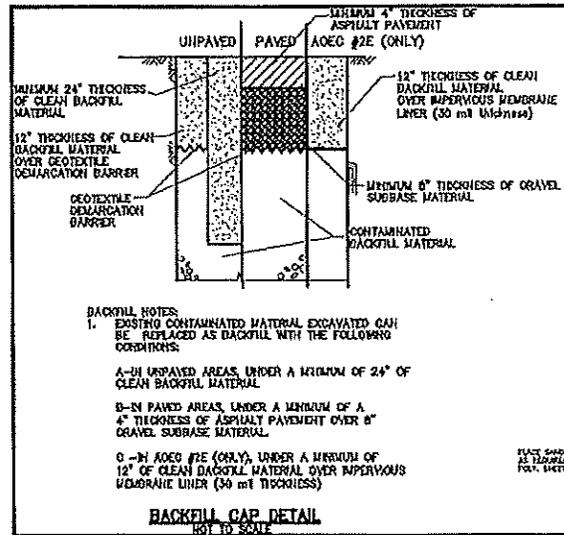


Figure 2: Remediation cap types at the District Park taken from the August 2017 *Supplemental Site Investigation Report and Soil Management Plan Addendum* prepared by CDR Maguire dated August 2017.

A project-specific *Soil Management Plan* (SMP) was prepared by Fuss & O'Neill and is attached herein as *Attachment B*. Soil management practices detailed in the SMP should be followed as part of the construction activities at the District Park whenever disturbances to the remediation cap or underlying regulated soils is necessary.

### Walkway Access and Loading

As a part of park construction, RIDOT installed a network of concrete walkways throughout the east and west side parks. The walkways link pedestrian infrastructure on the east and west sides of the Providence River and connect to new promenades and access ways throughout the park and to the Michael Van Leesten Pedestrian Bridge.

Based on our review of construction drawings detailed in RIDOT's Improvements to Interstate Route 195 Contract 17, and the associated written specifications (i.e., "the Contract Documents"), we understand that the District Park concrete walkways consist of either a 4-inch-thick concrete surface or a 6-inch-thick concrete surface of varying widths, overlying a subbase of 8 inches of compacted gravel borrow. We did not observe any indication that the Contract Documents called for the use of reinforcing wire, mesh, or rebar within the concrete thickness to provide structural support and stability to the walkways. The construction of the walkways was specified to comply with the RIDOT's standard Cement Concrete Sidewalk detail, as modified to include either a 4-inch or 6-inch concrete thickness, as detailed on the construction drawings. RIDOT's standard Cement Concrete Sidewalk detail has a design specification for 28-day minimum compressive strength of 4,000 pounds per square inch (psi). RIDOT's standard detail for Cement Concrete Sidewalks is included below.



Richard J. Colavecchio

June 24, 2022

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This standard 4-inch detail was modified by plan notations in areas where the cement concrete was increased to a 6-inch thickness.

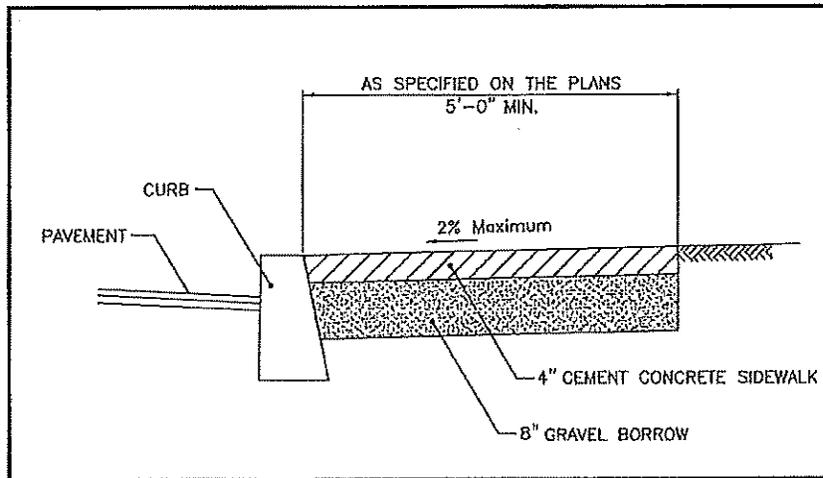


Figure 3: RIDOT Cement Concrete Sidewalk Standard Detail

The distribution of the 4-inch and 6-inch-thick concrete walkway varieties can be generally described as follows:

- All walkways in the east side park, which are narrower, were designed to include the 4-inch-thick concrete option.
- Walkways and promenades in the west side park, which are generally wider and more substantial, were designed to include the 6-inch-thick option.
- The sidewalks along Peck Street adjacent to the west side park were designed to include the 4-inch-thick concrete option.
- Concrete adjacent to the cast in-place concrete walls along the west side bridge landing were designed to include the 6-inch-thick option.

There is also a pathway along the Providence River that was designed with 3-inch-thick bituminous pavement. The bituminous pavement pathway has limited access and its location is depicted on *Figure 4* below.

Two figures showing the general distribution of these walkway construction styles are included below.

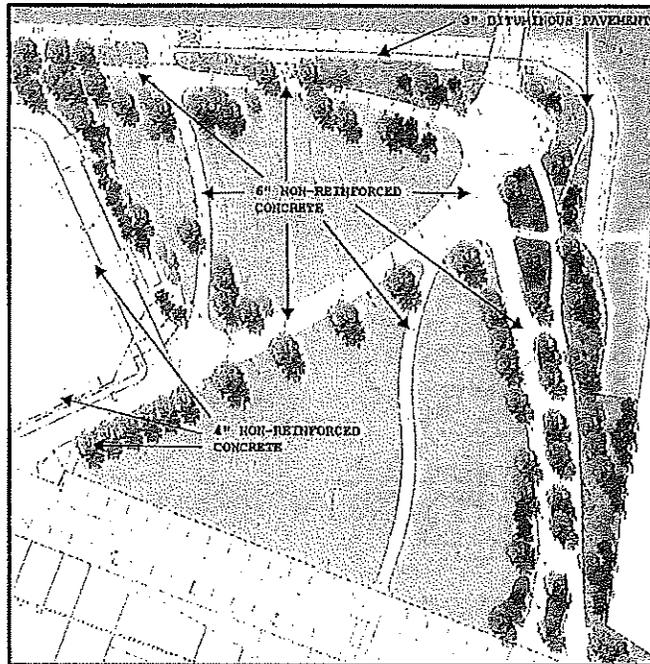


Figure 4: West Side Park Walkway Thickness Distribution

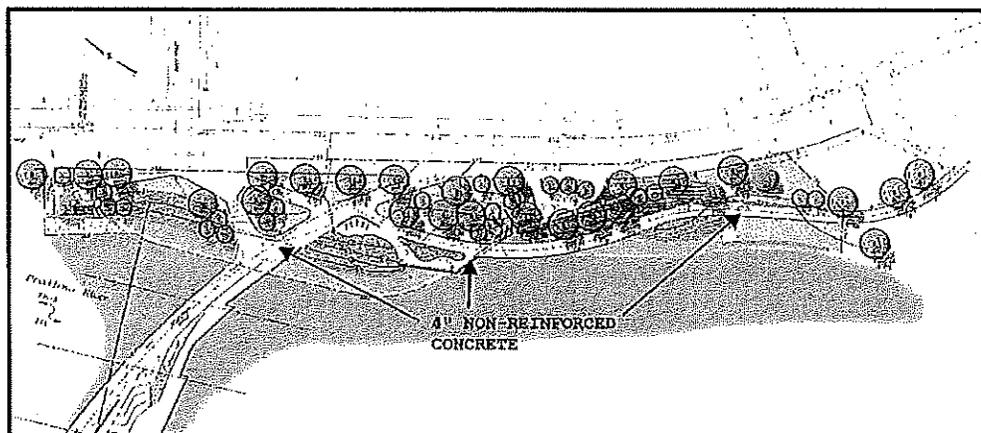


Figure 5: East Side Park Walkway Thickness Distribution

**Design Implications**

Typically, non-reinforced concrete is not intended to support areas where temporary or frequent vehicular access is expected. While the primary use of the walkways in the District Park is for pedestrian access, infrequent vehicular access is occasionally required for emergency vehicle access and operational support, such as maintenance access and deliveries of materials or supplies for potential vendors or events.



Richard J. Colavecchio

June 24, 2022

Page 6

Vehicular access on walkways not designed to support the load of those vehicles could result in short- and long-term degradation of the walkways; potentially including cracking and vertical or horizontal displacement of walkway sections through differential settlement or fracture. These conditions could result in uneven surfaces which can create slip, trip, and fall hazards to pedestrians and individuals accessing the District Park.

#### Best Management Practices

Fuss & O'Neill reviewed existing design documents to understand the configuration and limitations of the walkways to provide BMPs to minimize the potential and significance of damage that may arise from allowing vehicular access on the concrete walkways. We have proposed the following BMPs to limit potential impacts to the structures.

- **“Normal” Operations:** During normal park operations, vehicular access to the park should be restricted to the extent possible:
  - Frequent utilization of motorized vehicles should be limited to small vehicles, such as All-Terrain Vehicles (ATV), Gator, lawn tractor, etc.
  - Infrequent access with a residential-size pickup truck (i.e., “mid-size or “½ ton” pickup) may be allowable for maintenance and access operations.
  - Pickup truck access to any areas on the east side park should not be allowed.
  - When accessing the walkways with a pickup truck, care should be taken when mounting the concrete, and access should only be gained using curb cuts and adjoining hardscapes. Landscape to hardscape transitions will increase the likelihood of damage to the concrete.
- **Larger Vehicle Operations:** Construction activities may require access to the walkways by vehicles larger than a ½ ton pickup truck (i.e., box truck, full size pickup truck, etc.). Large industrial vehicles, construction equipment, tractor trailers, or other heavy loads should not be allowed to access the walkways at any time.
  - **Pre-Construction Planning:** Pre-construction planning should include an evaluation and analysis of required access needs and implications. An access plan should be prepared by the Contractor and reviewed and approved by the District. This information should include detailed specifications for the specific vehicles that will access the area including their overall dimensions, wheel/axle spacing, and wheel/axle loads.



Richard J. Colavecchio

June 24, 2022

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- **East Side Park Restrictions:** No access to the east side park walkways for vehicles larger than a utility/maintenance ATV should be allowed.
- **Freeze/Thaw Avoidance:** Vehicular access should be prohibited during times of the year when the freeze/thaw cycle is active. The risk of cracking and moving of concrete sections due to expansion and contraction of underlying gravel borrow base can be minimized by not allowing vehicular access during these times. Differential settlement and diminished structural support may occur during these periods, which may include late fall and early spring where nighttime temperatures may be below freezing, but daytime temperatures warm enough to induce thawing.
- **Frequency of Use:** To minimize the risk of damage, the use of the walkways for vehicular traffic should be limited to only what is necessary. Some examples of decreasing frequency of use include the following:
  - Minimizing the number of trips
  - Grouping of deliveries/access into fewer mobilizations
  - Remote deliveries with large vehicles with shuttling of supplies with smaller vehicles to their desired location
- **Large Vehicle Travel and Parking:** When operating a larger vehicle on the walkways, the following practices should be adhered to:
  - Avoid parking with vehicle wheels adjacent to the edge of concrete walkways to avoid cracking/strain at edges. Vehicles should be parked so that the wheels are three to four inches from the edge of the concrete walkways.
  - Avoid mounting walkways from uneven or landscaped surface that have differential support. (i.e., driving from grass/landscaped areas onto concrete)
  - Avoid parking with vehicle wheels adjacent to expansion joints between concrete panels
  - Avoid completing turns and sudden change of direction with tires at concrete expansion joints

#### Operations and Monitoring Scheme

In addition to the BMPs outlined above, we also recommend a two-part operation monitoring strategy to initially implement vehicular operations in the park in a slow and methodical fashion, combined with careful observation and inspection for potential detrimental effects. The intent of this strategy is to implement vehicular access in a controlled manner, while making observations to inform a decision-making process in a timely fashion if operation changes are warranted. This approach should mitigate significant or worsening damage, if initial observations suggest that vehicular access is causing unwanted implications to the District Park infrastructure.



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Our recommendation is to limit the number of vehicles used at the start of construction activities at the west side park. The contractor who will be performing the work (Contractor) should work with the District to discuss an access plan, and agree on access, movement, and staging locations, as warranted. Once the access plan is agreed to by the District, an inspection of the areas to be accessed will be completed by the Contractor with photo documentation of the "before" conditions collected. Throughout the course of construction activities, follow up inspections should be regularly conducted to make observations of potential impacts. If construction activities are progressing without adverse damage to the walkways or supporting infrastructure, the Contractor could methodically increase their vehicle usage at the District Park.

If settlement, cracking, or other damage is observed, recommendations for reducing the vehicle size, location, or frequency will be made.

### Geotechnical Conditions

Fuss & O'Neill reviewed existing geotechnical and subsurface information at the location of the proposed art installation at the District Park. The installation is proposed near the southwest wing wall at the Michael Van Leesten Pedestrian Bridge, as depicted in *Attachment C*. The purpose of this desktop study was to review available soil and historical information and provide a qualitative description of the anticipated subsurface conditions.

Fuss & O'Neill requested, received, and reviewed the following information from RIDOT which included information associated with the placement of soil near the bridge abutments as part of the park and bridge construction contracts:

- **RIDOT Materials and Quality Assurance Gradation and Proctor Reports:** Two reports were provided identified as Embankment Material sourced onsite (Lab No 161802), dated December 26, 2016, and Common Borrow sourced from Material Sand and Stone (Lab No 170609), dated July 7, 2017. The materials in these two reports did not match the lab numbers or moisture density properties identified in the Nuclear Density Testing Reports performed at the west abutments and wingwalls at the pedestrian bridge. It is not apparent where these materials were placed in relation to the proposed art installation.
- **RIDOT Materials and Quality Assurance Nuclear Density Test of Soils Reports:** Seven reports were provided. The testing was performed over five days in June, July, and August of 2017 at the west abutment of the pedestrian bridge. The table below summarizes lab numbers referenced in the nuclear density reports. The corresponding gradation and proctor test reports were not available, but the moisture-density soil properties (Adjusted Maximum Dry Density and Optimum Moisture Content) for each material was provided on the Nuclear Density Field Report. The moisture-density soil properties provided on the Nuclear Density Field Reports do not match the properties in the Gradation and Proctor Reports identified in the previous section. The gradation of the materials installed presumably comply with applicable provisions of the RIDOT Standard Specifications; however, the specific gradation is unknown.



Lab No.	Material Description from Nuclear Density Field Reports
170172	Common Borrow
170267	Pervious Fill
180085	Common Borrow
180077	Pervious Fill

Table 1: Soil Lab Numbers Identified in Nuclear Density Test Reports at the West Pedestrian Bridge Abutment

Nuclear density test reports indicate that the in-situ density and moisture content complied with the Project Specifications, which appeared to require that the soil be installed to 95% of the adjusted maximum dry density as determined by the Modified Proctor test procedure (AASHTO T-180). Minor deviations from the required maximum dry density were accepted at the field inspector's discretion when the percent of the theoretical maximum dry density was within 0.1% of the specification (i.e., 94.9%).

One discrepancy noted from the apparent requirement to achieve 95% of the theoretical maximum dry density of the soil was observed on June 29, 2017. The report indicates that 90% of the maximum dry density was used as acceptance criteria because the fill area was 5 feet below finished grade. The test elevations were identified as 8 to 10 feet "above sea level", but the plans indicate that the finished grade is approximately Elevation 12 +/- referencing the Mean High Water (MHW) level as Elevation 0. Assuming both elevations refer to the same datum, the fill area was potentially 2 to 4 feet below the finished grade as opposed to 5 feet, which would imply that 95% of the theoretical maximum dry density is required in this area and there are potential isolated pockets of soil that are less compact than required by the project specifications.

- **Improvements to Interstate Route 195 Contract 16 West Park Cross Section Plan and Sections (5 Sheets):** This document contains a plan and sections with stationing depicting the areas of fill. The area of the proposed art installation southwest of the pedestrian bridge west abutment is included on this plan. The sections at Station 3+00 through 5+00 indicate the areas of fill, planned grades, wing walls, and return walls at the pedestrian bridge. The plans depict that the surface at the proposed art installation is relatively flat, ranging from Elevation 12 to Elevation 11. The sections indicate that the subsurface profile consist of common borrow fill from the ground surface (approximately El. 11 to 12 +/-) to the pre-construction grades (ranging from approximately El. 5 to 6 +/-). The characteristics of the existing soil beneath the common borrow is unknown.

The Contract 16 sheets indicate that buried foundation remnants from the historic I-195 bridge abutments remain below El. 2.5 and zones of buried rubble. The extent of the buried rubble is not apparent from the available plans.



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Fuss & O'Neill, Inc. requested available design plans from the historic I-195 bridge construction as it may include information about the subsurface conditions at the historic bridge approach. The information was not available at the time that this memorandum was prepared.

It is recommended that the art installation design team procure the services of a geotechnical engineer for consultation to understand the loading and settlement and risk tolerances of the proposed art structures and budgetary objectives. With this information, the geotechnical engineer can assess the need for a subsurface investigation to supplement the data compiled herein to support the design of the art installation foundations. The geotechnical engineer may find it appropriate to design the foundations based on conservatively assumed soil properties based on the information available in the referenced resources if the proposed installations are lightly loaded and the team is open to adaptively managing the subsurface conditions during construction.

### Electrical Service

Fuss & O'Neill reviewed existing electrical design documents of the District Park and Michael Van Leesten Pedestrian Bridge to evaluate potential electrical service connection options, as well as limitations of existing electrical infrastructure. The documents reviewed by Fuss & O'Neill include the December 2017 *Improvements to Interstate Route 195 Contract 17 Waterfront Parks* (Contract 17) and the September 2017 *Improvements to Interstate Route 195 Contract 16* (Contract 16) by RIDOT. Fuss & O'Neill performed a site inspection on June 16<sup>th</sup>, 2022, to confirm the desktop review findings. Fuss & O'Neill was unable to physically access and inspect the bridge vault and conduit on the underside of the bridge, however other critical electrical infrastructure was confirmed and identified.

Based on our review, we have identified two reasonable power options for the art installation. These are summarized below.

#### East Side District Park Electrical Service Option

- The pedestrian bridge infrastructure is powered by a service pedestal, utility meter, and 50kva pad-mounted transformer located at east side of the District Park, along South Water Street. A copy of the Contract 16 Bridge Power Plan is included herein as *Attachment F*.
- The City of Providence is listed as the National Grid account holder for the east side utility meter.
- An electrical vault exists within the footprint of the pedestrian bridge and is accessible via a bridge deck mounted hatch.
- Based on the electrical details included in Contract 16, there is enough room in the bridge panel for the public art exhibit project. However, Fuss & O'Neill was unable to visually inspect the bridge panel during the site inspection to confirm this condition.
- All wires and conduit for bridge power are installed below the pedestrian bridge deck and enclosed with metal wire mesh.



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- Three-inch conduit for bridge power extends from a quartzite box on the east side of the District Park to the pedestrian bridge service panel located within the electrical vault.
- 1 ½-inch and 1-inch conduits extend below the underside of the bridge towards the west side of the District Park.
- The conduit installed under the bridge was atypical and did not appear to consist of PVC or electrical metallic tubing. According to Contract 16, all exposed conduit consists of epoxy fiberglass. New conduit installed underneath the bridge would need to match existing conditions.

To power the public art exhibit via the electrical infrastructure located on the east side of the District Park, trenching would be required from the art exhibit to the foot of the pedestrian bridge and new wiring and conduit would need to be installed. Trenching to the bridge will require a substantial amount of concrete pavement removal, soil management, and restoration activities. Conduit and wiring would need to be transitioned above ground and up the underside of the bridge. The Contractor would need to access the underside of the bridge by boat to remove the metal wire mesh on the underside of the bridge and extend and attach new conduit and wire to the electrical vault.

#### West Side District Park Electrical Service Option

- Infrastructure on the west side of the District Park is powered by a service pedestal located adjacent to the Ship Street Walkway. A copy of the Contract 17 electrical design drawings along the Ship Street walkway are included herein as *Attachment G*.
- Existing light pole handholes and conduit are located adjacent to the proposed footprint of the public art exhibit.
- All conduit on the west side of the District Park is schedule 40 PVC.
- The I-195 Redevelopment District is listed as the National Grid account holder for the west side utility meter. The City would need approval from the District to use the existing park infrastructure and electrical service.
- Based on the electrical details included in Contract 17 and Fuss & O'Neill's visual inspection, there is enough room in the west side District Park panel for the public art exhibit project.

To power the public art exhibit via electrical infrastructure located on the west side of the District Park, a new trench would need to be excavated from the art exhibit to an existing light pole handhole, and new wiring and conduit would need to be installed in the trench. Trenching to an existing nearby handhole will require a limited amount of concrete pavement removal, soil management, and restoration activities. Several handholes are located adjacent to the proposed location of the art exhibit, which would limit the amount of ground disturbance and restoration activities required. Existing subsurface PVC conduit could be used to extend the new service wires from the handhole to the west side electrical pedestal. A new electrical sub-meter would need to be installed to monitor energy demands if tracking of power use for the art installation separately from other park uses is warranted.



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Based on the findings of our review, we recommend that the service pedestal on the west side of the District Park be considered the preferred option for the source of power for the public art project. Connection to the east side of the District Park would require significantly more ground disturbance and soil management. Extending new wiring and conduit along the underside of the bridge would present additional technical challenges and drive the installation cost up. The City of Providence will need approval from the District to use the existing west side District Park infrastructure and electrical service.

Please contact us if you have any questions or if you require additional information.

Sincerely,

Allen Tevyaw  
Project Scientist

Patrick J. Dowling, CPG  
Associate | Department Manager

Figures: 1: Subsurface Utility Plan prepared by Fuss & O'Neill based on findings from GPR investigation

Attachments:

- A: Summary of Underground Utility Locating, prepared by GPRS, Inc.
- B: Soil Management Plan – Public Art Installation, prepared by Fuss & O'Neill
- C: Improvements To Interstate Route 195 Contract 16 Cross Section Plan and Sections (5 Sheets)
- D: Select Materials and Quality Assurance Gradation and Proctor Reports by RIDOT.
- E: Select Materials and Quality Assurance Nuclear Density Test of Soils Reports by RIDOT.
- F: September 2017 *Improvements to Interstate Route 195 Contract 16* – Pedestrian Bridge Power Plan (1 Sheet)
- G: December 2017 *Improvements to Interstate Route 195 Contract 17 - West Side Park* Electrical Plans (2 Sheets).

C: Gina Rodriguez-Drix, Deputy Director, City of Providence  
Demo Roberts, Director of Public Property, City of Providence



FUSS & O'NEILL

**Figure**

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FUSS & O'NEILL

## **Appendix A**

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Summary of Underground Utility Locating, prepared by GPRS, Inc.



# Summary of Underground Utility Locating

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Prepared For: Fuss & O'Neill, Inc

Prepared By:  
Zachary Boebel  
Zachary.Boebel@gprsinc.com  
Project Manager-Boston  
617-418-0326  
June 9, 2022

June 9, 2022

Fuss & O'Neill, Inc

Attn: Allen Tevyaw

Site: Providence Innovation District Park

We appreciate the opportunity to provide this report for our work completed on May 24, 2022.

### PURPOSE

The purpose of the project was to search for underground utilities within the project boundaries provided by the client. The scope of work consisted of one location measuring approximately 5000 square feet. The client marked the desired locations prior to our scanning and our markings were then placed onto the surface using chalk-based spray paint.

### EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna with frequencies ranging from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the electromagnetic fields from live AC power or from radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other fields, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches; however, the accuracy will depend on the satellite environment and obstructions and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported into Google Earth or overlaid on a CAD drawing. For more information, please visit: [Link](#)

## PROCESS

The process typically begins with using the EM pipe locator to locate pipes or utilities throughout the scan area. First, the transmitter is used to connect to and trace any visible risers, tracer wires, or accessible, conductive utilities provided that there is an exposed, metallic surface. The areas are then swept with the receiver to detect live power or radio frequency signals. Locations and depths are painted or flagged on the surface. Depths cannot always be provided depending on the location method and can be prone to error.

Initial GPR scans were then collected in order to evaluate the data and calibrate the equipment. Based on these findings, a scanning strategy is formed, typically consisting of scanning the entire area in a grid with three feet of scan spacing in order to locate any potential utilities that were not found with the pipe locator. The GPR data is viewed in real time and anomalies in the data are located and marked on the surface along with their depths using spray paint, pin flags, etc.

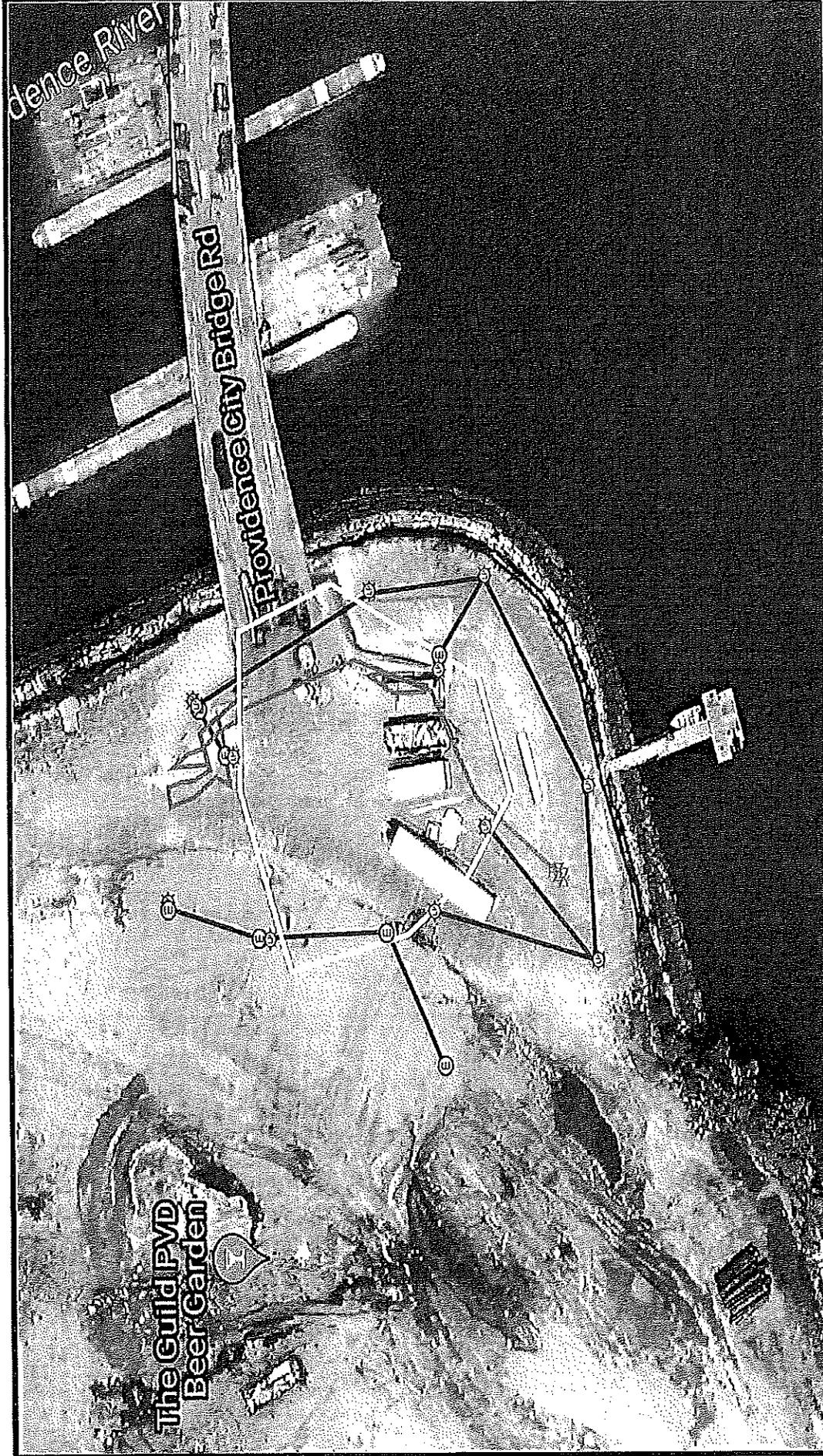
## LIMITATIONS

Please keep in mind that there are limitations to any subsurface investigation. The equipment may not achieve maximum effectiveness due to soil conditions, above ground obstructions, reinforced concrete, and a variety of other factors. No subsurface investigation or equipment can provide a complete image of what lies below. Our results should always be used in conjunction with as many methods as possible including consulting existing plans and drawings, exploratory excavation or potholing, visual inspection of above-ground features, and utilization of services such as One Call/811. Depths are dependent on the dielectric of the materials being scanned so depth accuracy can vary throughout a site. Relevant scan examples were saved and will be provided in this report.

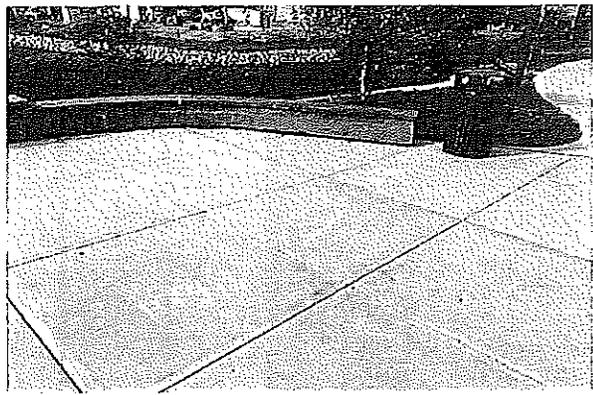
## FINDINGS

The subsurface conditions at the time of the scanning allowed for maximum GPR depth penetration of 3' in most areas. Multiple utilities were able to be located such as electrical and irrigation using either the GPR or EM pipe locator. Some utilities were not able to be located such as sewer, storm, gas and water. The following pages will provide further explanation of the findings.

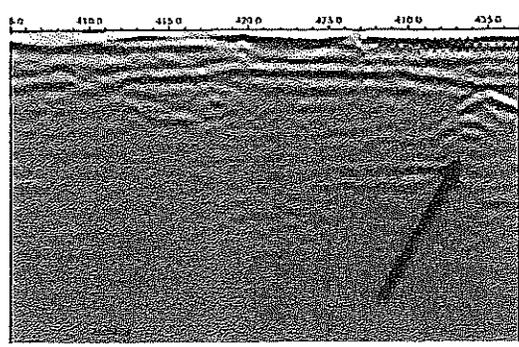
The findings on site included site lighting running from site lighting electrical boxes to the site lights at depths of 1-2'. The site lighting conduit did not run through the scope of work, but we marked it out and mapped it for your convenience. All of the electrical lines that GPRS was able to find moved in a direction leading away from the scope of work. Storm drains were found outside the barrier wall of the bridge walk near the edge of the scope. These drain pipes seen were made of PVC piping at depths approximately 3-6' found by measuring from the top of the slab with measuring tape, these drains were unable to be seen using GPR or EM. Irrigation lines were found coming from an irrigation control valve outside the scope through the scope at 3-4' in depth the line runs towards a woodchipped area where above ground irrigation is. Irrigation lines that were found above ground in the woodchipped area were flagged with blue flags.



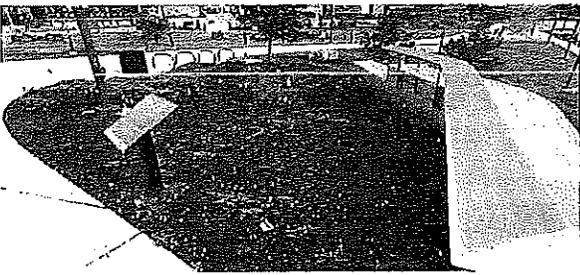
<p>Prepared for: Fuss &amp; O'Neill Inc          Prepared By: Zach Boebel          Date of Scanning: 5/24/2022</p>	<p><b>Terms and Conditions</b>          GPRS does not provide land survey or civil engineering data collection or documentation. This is provided as a reference map of the field markings and is not survey-grade.</p>	<p><b>LEGEND</b></p> <table border="1"> <tr> <td>ELECTRIC</td> <td>SANITARY</td> </tr> <tr> <td>WATER</td> <td>STORM</td> </tr> <tr> <td>COMM</td> <td>IRRIGATION</td> </tr> <tr> <td>GAS</td> <td></td> </tr> </table>	ELECTRIC	SANITARY	WATER	STORM	COMM	IRRIGATION	GAS	
ELECTRIC	SANITARY									
WATER	STORM									
COMM	IRRIGATION									
GAS										
<p>Prepared by:  </p>	<p>Providence Innovation District Park</p>	<p>Providence River          Providence City Bridge Rd</p>								



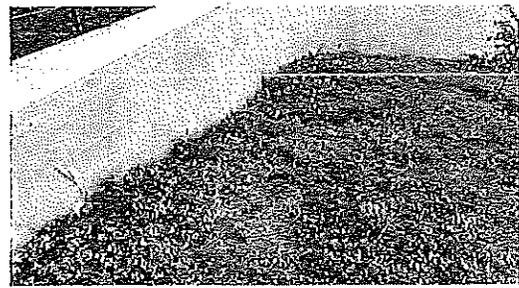
The above image is the markings of the irrigation line seen at 3-4' leading to a control box.



This image above Correlates to the image to the left and the arrows points to the reaction of the irrigation line.



This image shows the irrigation lines and flagging that was done. The irrigation lines were followed throughout the entire lines are less than 1' in depth and some were seen above ground.



This image shows the storm drains that were not locatable within or underneath the concrete.

GPR Data Screenshots and Photos

Providence Innovation District Park



**CLOSING**

GPRS, Inc. has been in business since 2001, specializing in underground storage tank location, concrete scanning, utility locating, and shallow void detection for projects throughout the United States. I encourage you to visit our website ([www.gprsinc.com](http://www.gprsinc.com)) and contact any of the numerous references listed.

In summary electrical site lighting was found on site at depths of 1-2', an irrigation line was found in the scope of 3-4'. This irrigation line was running towards the woodchipped areas. Gas, water, sewer and storm drains were unable to be located on site. Though storm drains were seen on site but due to the material and GPR limitations these could not be seen and were not marked out.

GPRS appreciates the opportunity to offer our services, and we look forward to continuing to work with you on future projects. Please feel free to contact us for additional information or with any questions you may have regarding this report.

Signed,

Reviewed,

Zachary Boebel  
Project Manager—Boston



Direct: 617-418-0326

[Zachary.Boebel@gprsinc.com](mailto:Zachary.Boebel@gprsinc.com)

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Area Manager—Boston



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## Appendix B

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Soil Management Plan – Public Art Installation  
Prepared by Fuss & O'Neill



## MEMORANDUM

**TO:** Richard J. Colavecchio, Senior Architect  
Studio Jaed

**CC:** Gina Rodriguez-Drix, Deputy Director  
Demo Roberts, Director of Public Property  
City of Providence

**FROM:** Patrick Dowling, CPG  
Allen Tevyaw  
Fuss & O'Neill Inc.

**DATE:** June 21, 2022

**RE:** I-195 Redevelopment District  
West Side Park – Michael Van Leesten Pedestrian Bridge Landing  
Soil Management Plan – Public Art Installation

---

Fuss & O'Neill, Inc. (Fuss & O'Neill) has prepared this memorandum on behalf of the City of Providence (City) and Studio JAED to summarize best management practices associated with land disturbance, restoration, and soil management activities planned for the above-referenced Site.

Based on the *Landmark Public Art RFP* prepared by T'sedaye Studio, the west landing of the Michael Van Leesten Pedestrian Bridge landing will be improved with a new public artwork consisting of a series of stainless-steel, illuminated towers installed in a radial pattern. Installation of the towers and supporting electrical infrastructure will require land disturbance and soil management activities. Best management practices, as discussed below, will be followed during remediation cap disturbance and restoration activities.

### Site Environmental Conditions

A March 2012 *Site Investigation Report and Soil Management Plan* was prepared by Maguire Group Inc. on behalf of the Rhode Island Department of Transportation (RIDOT) documenting environmental investigations that took place at the I-195 Redevelopment District Park (District Park). Anthropogenic urban fill materials were observed in the soil throughout the Park parcels. Soil samples contained typical urban fill contaminants including heavy metals, petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds. Select compounds were detected at concentrations exceeding applicable Rhode Island Department of Environmental Management (RIDEM) Direct Exposure Criteria (DEC).

As part of remediation and development activities at the District Park, urban fill soils identified to contain contaminants of concern were encapsulated by a variety of engineered caps, as detailed below. The integrity of this remediation cap shall be maintained during all site activities.



MEMO – Soil Management Plan – Public Art Installation

June 21, 2022

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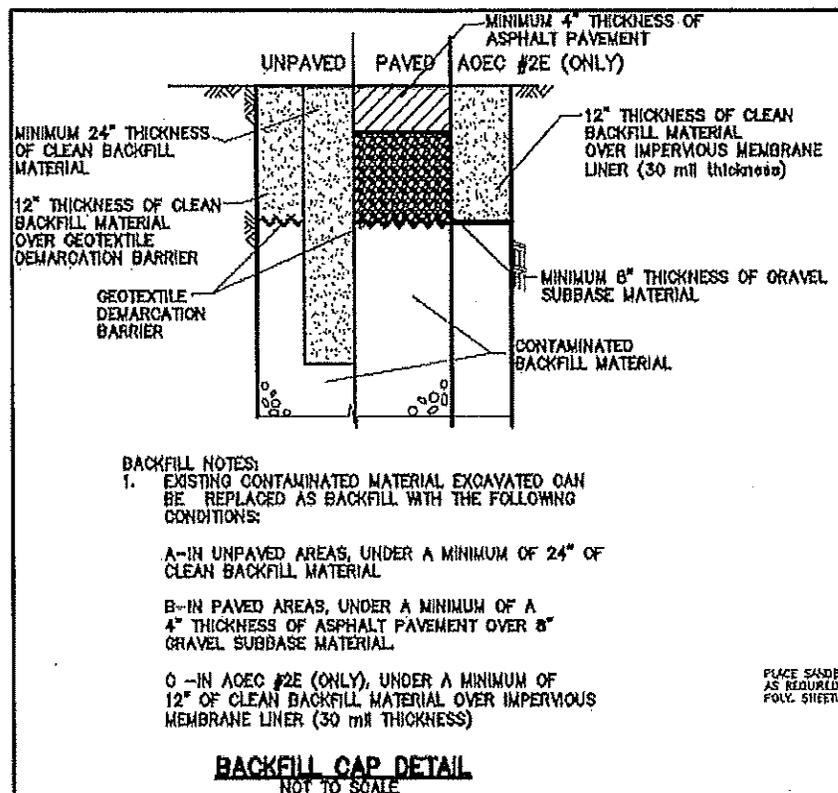
## Soil Management Practices

The following soil management practices will be followed as part of the construction activities at the District Park:

- The Site is a regulated site under the RIDEM *Rules and Regulations for the Investigation and Remediation of Hazardous Materials Releases* (Remediation Regulations), and a site-specific *Remedial Action Work Plan* (RAWP) prepared by CDR Maguire Inc., dated November 21, 2017. T'sedaye Studio's contractor (Contractor) shall comply with the RAWP, RIDEM Office of Land Revitalization and Sustainable Materials Management requirements, and this Soil Management Plan for all land disturbance and restoration activities at the District Park.
- The Site is regulated under OSHA 1910.120 and 1926.65. All contractors and workers shall maintain compliance with applicable requirements of hazardous waste operations and emergency response (HAZWOPER) training and certification requirements, as appropriate and applicable.
- The Contractor shall notify RIDEM's Office of Land Revitalization and Sustainable Materials Management prior to starting land disturbance activities at the District Park. The RIDEM Project Manager for the site is Ashley Blauvelt, Environmental Engineer IV, (401) 222-2797 ext. 2777026.
- Upon completion of the project, the Contractor shall provide RIDEM's Office of Land Revitalization and Sustainable Materials Management with closure documentation of remedial activities performed at the District Park as part of this project, including but not limited to, remediation cap disturbances, soil disposal documentation, and restoration activities.
- A Qualified Environmental Professional shall oversee land disturbance, restoration, and soil management activities.
- All excavated soil to be removed from the District Park must be managed in accordance with the RAWP and *Remediation Regulations*, environmentally characterized by analytical testing, and disposed of at a RIDEM-approved facility.
- The District Park is improved by a combination of remediation cap types, including but not limited to:
  - **Landscaped Areas:** Twelve inches of clean fill (six inches of loam overlying six inches of clean borrow) placed over a geotextile fabric overlying regulated soil, or two feet of clean fill overlying regulated soil. The upper six inches of loam shall have the characteristics to promote adequate vegetation, stability, and erosion resistance.

- Hardscaped Areas: Four to six inches of asphalt or concrete overlying eight inches of clean subbase.

A typical diagram depicting three different cap cross sections that have been employed at the park is included as *Figure 1*, below. The installation of the art project may involve disturbance of cap scenarios labeled as both “UNPAVED” and “PAVED” as depicted in this diagram.



*Figure 1: Remediation cap types at the District Parks taken from the Supplemental Site Investigation Report and Soil Management Plan Addendum prepared by CDR Maguire dated August 2017.*

- All soil beneath the remediation cap is regulated soil. At the end of the project, the Contractor shall restore disturbed areas of the remediation cap to original condition.
- If temporary soil stockpiling is required to complete project activities, the I-195 Redevelopment District shall approve of a proposed soil stockpile area prior to the start of excavation activities at the District Park.



MEMO – Soil Management Plan – Public Art Installation

June 21, 2022

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- Excavated remediation cap materials shall be carefully segregated, and stockpiled separately from regulated soil excavated from beneath the cap.
- Stockpiled materials shall be placed on 30-mil polyethylene sheeting and covered with 6-mil polyethylene sheeting secured with sandbags and surrounded by erosion controls when not in use.
- Regulated soil excavated from beneath the remediation cap shall not be allowed to intermingle with remediation cap soils. Regulated soil excavated from beneath the remediation cap shall be carefully segregated and stockpiled separately from stockpiled remediation cap materials. Any temporary stockpiled regulated soil shall be placed on heavy duty polyethylene sheeting and covered with polyethylene sheeting or a tarp at the end of each day to secure against erosion and loss of cover.
- If new remediation cap materials imported to the site are necessary to restore the cap thickness, a minimum of one representative sample per 500 cubic yards of each type of soil material to be imported, including but not limited to loam, borrow, and/or gravel borrow, shall be laboratory analyzed and the results approved by the I-195 District as complying with the RIDEM Residential Direct Exposure Criteria promulgated in the *Remediation Regulations*, prior to that material being imported to the Park. Representative samples shall be collected in accordance with standard United States Environmental Protection Agency (USEPA) protocols by a qualified Environmental Professional and analyzed with a laboratory accredited by the Rhode Island Department of Health for the following parameters:
  - Volatile Organic Compounds via USEPA Method 8260
  - Semi-Volatile Organic Compounds via USEPA Method 8270
  - Total Petroleum Hydrocarbons via USEPA Method 8100
  - Polychlorinated Biphenyls via USEPA Method 8082
  - Priority Pollutant 13 Metals Via USEPA Method 6010B

Laboratory reporting limits should be sufficiently low enough to facilitate direct comparison of the results to the RIDEM Residential Direct Exposure Criteria. Unsuitable materials imported to the District Park shall be removed at the Contractors expense. No soil shall be imported to the District Park without prior approval of the I-195 District.

- If soil beneath the landscape remediation cap is encountered, persons involved will wear protective gloves and work boots and will employ handwashing following soil encounter.
- If unidentified waste materials, such as buried drums or other waste materials, are encountered, all activities in the area shall immediately be halted, the area secured, and the I-195 District shall be notified of the discovery.



MEMO – Soil Management Plan – Public Art Installation

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- No eating or smoking during soil disturbance activities at the District Park.
- No soil tracking beyond the limits of the disturbance or soil stockpile area. Sweeping should be conducted as needed during the project if soil is tracked onto walkways, roadways, or other surfaces.
- Landscape areas disturbed during improvement activities shall be resodded, reseeded, or otherwise restored to their original state.
- Dust suppression techniques (such as watering) will be employed if visible migrating dust is being generated.
- Any paint or tire marking on concrete walkways will be repaired.
- Ruts formed during restoration activities will be repaired.
- Sediment and erosion controls shall be employed at the Site as required by applicable regulations.

Attachments: November 2017 Remedial Action Work Plan

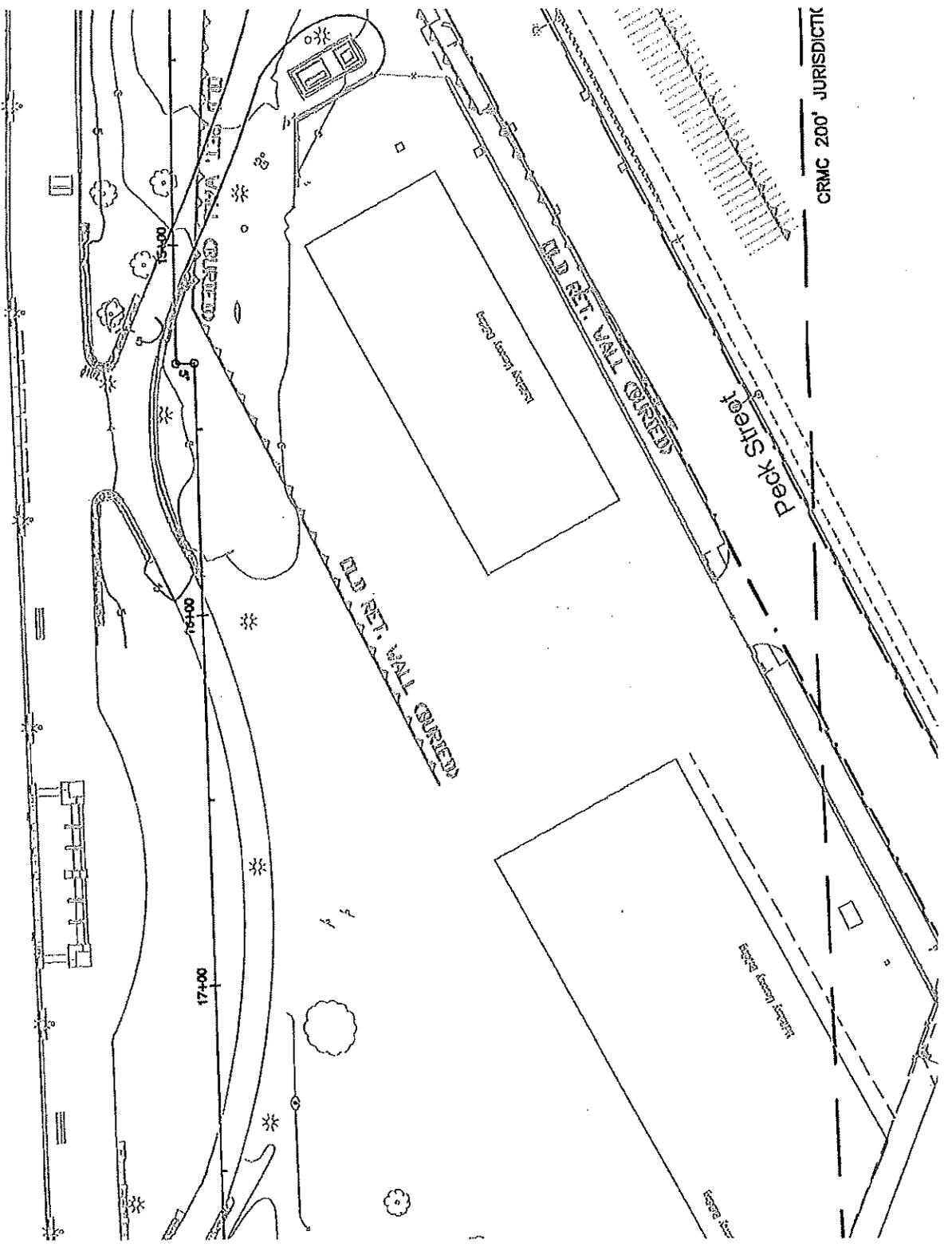


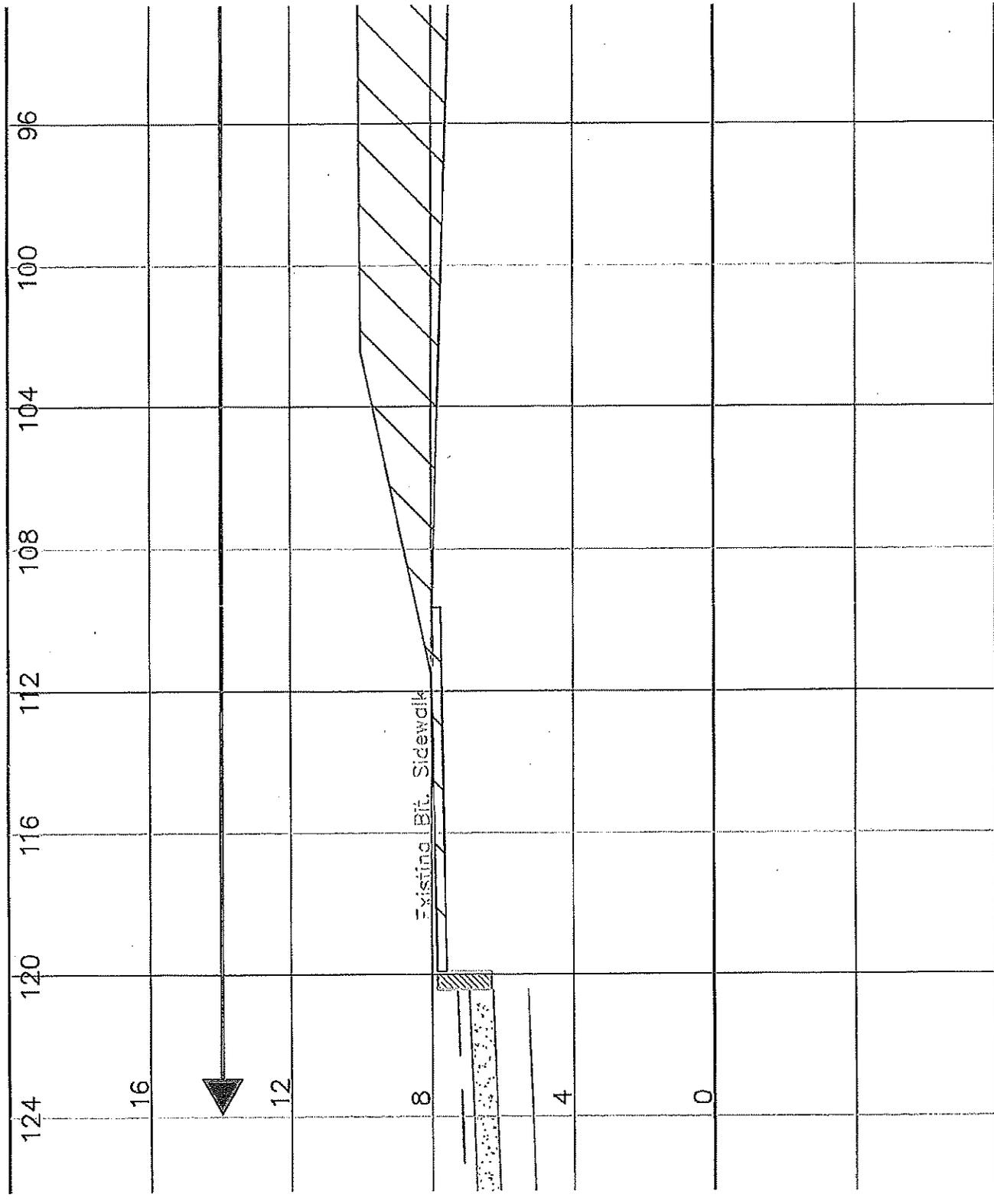
FUSS & O'NEILL

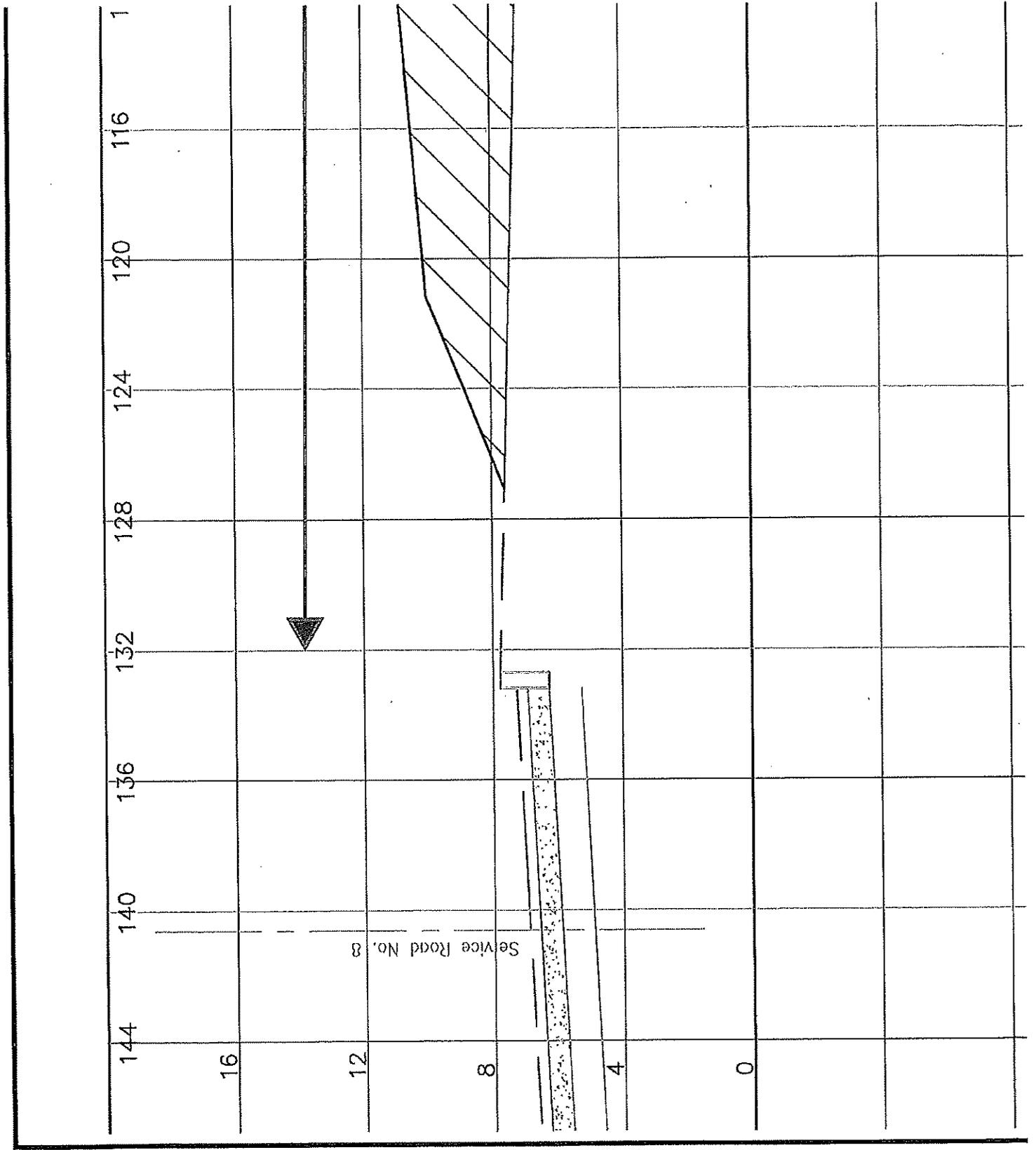
## **Appendix C**

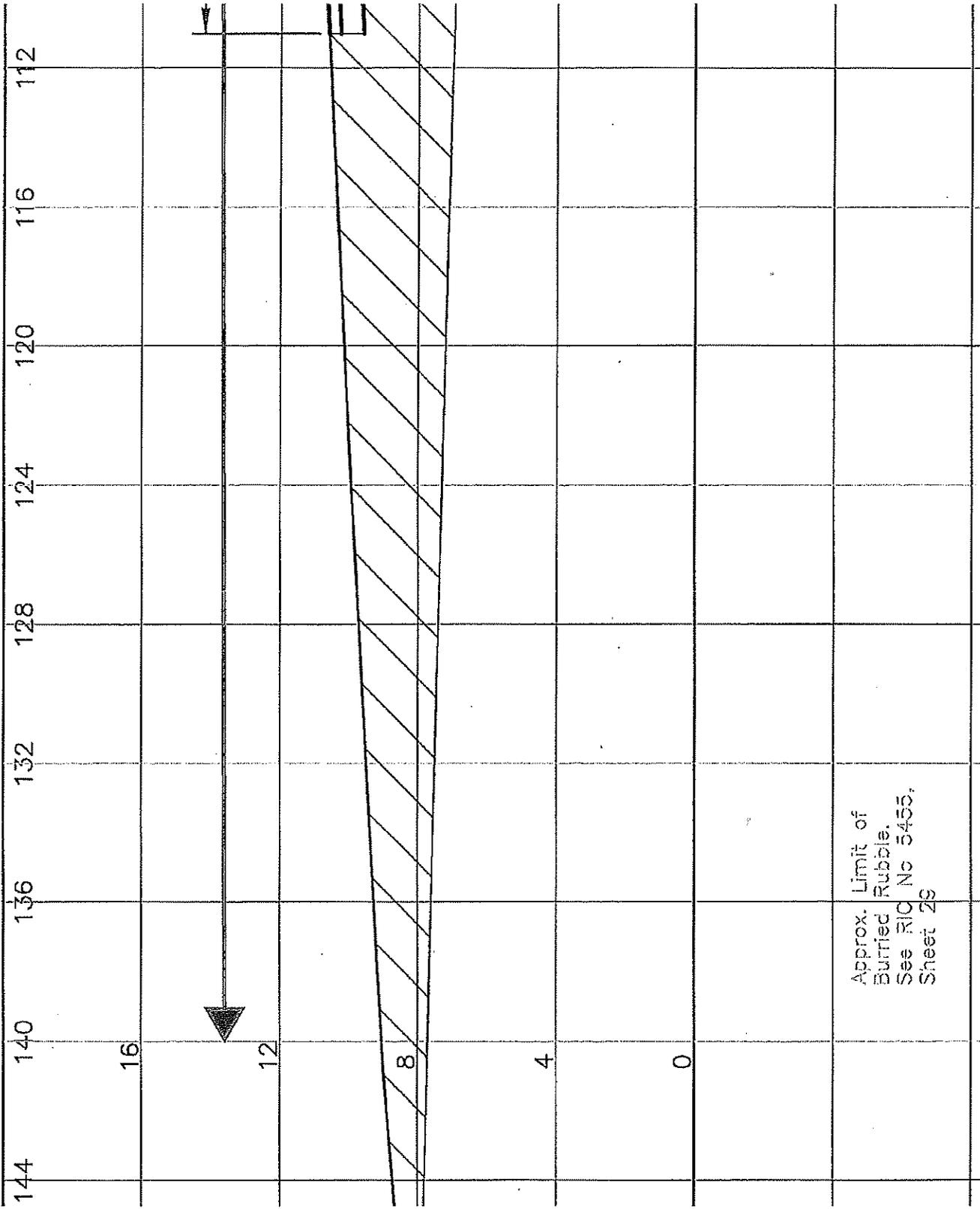
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Improvements To Interstate Route 195 Contract 16  
Cross Section Plan and Sections (5 Sheets)













FUSS & O'NEILL

## **Appendix D**

---

Materials and Quality Assurance Gradation and Proctor  
Reports by RIDOT.



Rhode Island Department of Transportation  
Materials and Quality Assurance  
Gradation and Proctor Report

office copy  
FERGUSON  
crew  
Independent

lab no:	<u>170609</u>	date tested:	<u>07/07/2017</u>
material:	<u>Common Borrow</u> <i>33</i>	date sampled:	<u>7/3/2017</u>
ri contract no:	<u>2016-CB-038</u>	f.a.o. no:	<u>REV 1950(001)</u>
supplier:	<u>Materials sand &amp; gravel</u>	location used:	<u>I-195 Relocation - Contract 16 - Providence River Pt</u>
sampled by:	<u>BRAZ</u>	date received:	<u>7/5/2017</u>
sampled from:	<u>STOCKPILE</u>	job site:	

acceptance     independent     info only     p. engineering

GRADATION:

stone size:	6"	3/4"	1/2"	3/8"	# 4	# 40	# 200
spocs:	100	...	...	...	...	...	0 / 17
wt. passing(g):	7,116	5,211	5,041	4,974	4,710	409.00	89.00
% passing:	100	73	70	69	66	52	11

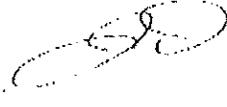
Proctor:

nashio test:	% stone(+3/4 ")						stone sp. gravity:
T-100	27						2.649
	1	2	3	4	5	6	
weight of soil and mold (g):	6,278.20	6,304.80	6,357.90	6,370.30			
weight of wet soil (g):	1,894.8	1,921.4	1,974.5	1,986.9			
wet unit weight (lbs/cu ft):	125.2	127.0	130.5	131.3			
tare number:	20.00	35.00	81.00	16.00			
weight of wet soil/tare (g):	295.20	292.20	293.60	294.30			
weight of dry soil/tare (g):	283.30	276.30	274.00	272.40			
weight of water (g):	11.9	15.9	19.6	21.9			
weight of tare (g):	43.70	45.10	41.80	45.10			
weight of dry soil (g):	239.6	231.2	232.2	227.3			
water content (%):	5.0	6.9	8.4	9.6			
dry specific gravity:	1.91	1.90	1.93	1.92			
dry unit weight (lbs/cu ft):	119.3	118.8	120.4	119.8			
mdc:	120.80 lbs/cu ft		amdc: 128.2 lbs/cu ft		omc: 9.00 %		

meets spec     does not meet spec     not applicable

remarks: water on bottom of mold on 4th run

Benito Mendoza 7/7/17  
technician: date

  
reviewed by: Jeffrey DiFilippo

7/7/17  
date



## **Appendix E**

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Materials and Quality Assurance Nuclear Density Test of Soils  
Reports by RIDOT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
MATERIALS AND QUALITY ASSURANCE  
NUCLEAR DENSITY TEST OF SOILS REPORT

*Ferguson*

Item No:		Date:	6/29/2017
RI Contract No:	2016-CB-038	F.A.P. No:	REV-1950-001
Project:	Prov. Pedestrian Bridge	Location:	Providence RI
Gauge No:	1341	Daily Std:	Density 2313    Moisture: 731

Acceptance       Independent       Info Only

Soil Description: Common Borrow	Lab No: 170172
A Theoretical Max Dry Density (lb/ft <sup>3</sup> ): <small>Corrected for oversize, AMDD from Proctor Test T-180</small>	133.5
	Opt. Moisture (%): 6.6 <small>From Proctor Test T-180</small>

Section (Lot) Details / Notes: Backfill on West side of West wingwall

Section Begin (station):	N/A	Section End (station):	N/A
B Total Length of Section (ft):	60'	C Average Width of Section (ft):	30'
D Approx. Area of Section (ft <sup>2</sup> ): <small>(B x C)</small>	1800	E Approx. Area of section (yd <sup>2</sup> ): <small>(D/9)</small>	200
Approx. Lift Thickness:	15"	F No. of Lifts Represented:	2
G Minimum No. of tests: <small>(F x ((E/1000)+1))</small>	4	H Sublot Length (ft): <small>(B/G)</small>	N/A

Test Number	1	2	3	4
I Sublot Begin (station):	N/A	N/A	N/A	N/A
J Random #1 (0.0001-1.0000):	N/A	N/A	N/A	N/A
K Random Length: <small>(H x J)</small>	N/A	N/A	N/A	N/A
L Random Station: <small>(I+K)</small>	15' from wall	30' from wall	20' from wall	10'
M Width @ Location L:	60'	60'	60'	60'
N Random #2 (0.0001-1.0000):	N/A	N/A	N/A	N/A
P Random Offset: <small>(M x N)</small>	N/A	N/A	N/A	N/A
Offset: feet Rt. / Lt. of Center	20' L	Centered	15' R	25' R
Elevation:	8' ASL	8' ASL	10' ASL	10' ASL
Probe Depth (in):	10"	10"	10"	10"
Field Moisture Content (%):	6.0	9.4	8.0	8.0
Field Nuclear Wet Density (lb/ft <sup>3</sup> ):	133.8	135.9	137.5	136.3
Q Field Nuclear Dry Density (lb/ft <sup>3</sup> ):	126.1	124.2	127.2	126.2
R % Theoretical Max Dry Density: <small>((Q/A) x 100)</small>	94.5	93.0	95.3	95.3
Specification:	90	90	90	90

Meets Spec       Does Not Meet Spec       Not Applicable

Remarks: No Random numbers were used due to the shape of the backfill and the location along the Wingwall. Station numbers were not available. 90% spec is due to elev. being 5' below grade

*[Signature]*      6-29-17  
Technician (Print / Sign)      Date

*[Signature]*      6-29-17  
Reviewed By (Print / Sign)      Date

ID# TP2 - 301

REV. 4/25/16

17K-40

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
MATERIALS AND QUALITY ASSURANCE  
NUCLEAR DENSITY TEST OF SOILS REPORT**

Item No: 32		Date: 3/27/2018
RI Contract No: 2016-CB-038	F.A.P. No: Rev-1950-001	
Project: Prov Ped River Br	Location: Providence RI	
Gauge No: # 63351	Daily Std: Density .2634	Moisture: .762

Acceptance

Independent

Info Only

Soil Description: Common Borrow	Lab No: 180085
A Theoretical Max Dry Density (lb/ft <sup>3</sup> ): 128.8 <small>Corrected for oversize, AMDD from Proctor Test T-180</small>	Opt. Moisture (%): 8.1 <small>From Proctor Test T-180</small>

Section (Lot) Details / Notes: West Abutment Back fill

Section Begin (station): 100+25	Section End (station): 101+00
B Total Length of Section (ft): 75 FT	C Average Width of Section (ft): 25 FT
D Approx. Area of Section (ft <sup>2</sup> ): 1875 <small>(B x C)</small>	E Approx. Area of section(yd <sup>2</sup> ): 208.3 <small>(D/9)</small>
Approx. Lift Thickness: 12 FT	F No. of Lifts Represented: 1
G Minimum No. of tests: 2 <small>(F x [(E/1000)+1])</small>	H Sublot Length (ft): 37.5 <small>(E/B)</small>

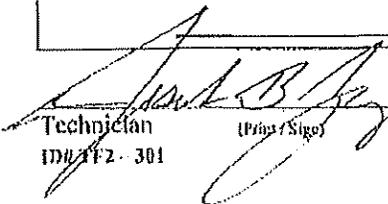
Test Number	1	2	3	4
I Sublot Begin (station):	100+ 25	100+63		
J Random #1 (0.0001-1.0000):	.2905	.5390		
K Random Length: <small>(H x J)</small>	10.9	20.2		
L Random Station: <small>(I+K)</small>	100+36	100+83		
M Width @ Location L:	25 Ft	25 Ft		
N Random #2 (0.0001-1.0000):	.6421	.2088		
P Random Offset: <small>(N x M)</small>	16.0	5.2		
Offset: feet Rt. / Lt. of Center	25 Ft lt to 20 Ft rt	25 FT lt to 15 Ft rt		
Elevation:	12	10		
Probe Depth (in):	8'	8'		
Field Moisture Content (%):	4.8	4.6		
Field Nuclear Wet Density (lb/ft <sup>3</sup> ):	132.4	131.4		
Q Field Nuclear Dry Density (lb/ft <sup>3</sup> ):	126.6	127.0		
R % Theoretical Max Dry Density: <small>[(Q/A) x 100]</small>	98.2	98.6		
Specification:	95.21	95.21		

Meets Spec

Does Not Meet Spec

Not Applicable

Remarks:

 3-27-18  
Technician (Print / Sign) Date  
ID# 112 - 301

Reviewed By (Print / Sign) Date  
REV. 4/25/16

17-E93

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
MATERIALS AND QUALITY ASSURANCE  
NUCLEAR DENSITY TEST OF SOILS REPORT**

Item No: <u>43</u>	Date: <u>3/27/2018</u>
RI Contract No: <u>2016-CB-038</u>	F.A.P. No: <u>Rev-1950-001</u>
Project: <u>Prov Ped River Br</u>	Location: <u>Providence Ri</u>
Gauge No: <u># 63351</u>	Daily Std: Density <u>.2634</u> Moisture: <u>.762</u>

Acceptance       Independent       Info Only

Soil Description: <u>Pervious Fill</u>	Lab No: <u>180077</u>
A Theoretical Max Dry Density (lb/ft <sup>3</sup> ): <u>104.7</u> <small>Corrected for oversize, AMDD from Proctor Test T-100</small>	Opt. Moisture (%): <u>10.1</u> <small>From Proctor Test T-100</small>

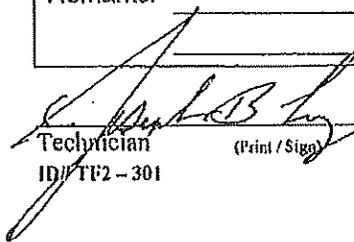
Section (Lot) Details / Notes: West Abutment Back fill

Section Begin (station): <u>100+75</u>	Section End (station): <u>101+00</u>
B Total Length of Section (ft): <u>25 FT</u>	C Average Width of Section (ft): <u>15 FT</u>
D Approx. Area of Section (ft <sup>2</sup> ): <u>375</u> <small>(B x C)</small>	E Approx. Area of section(yd <sup>2</sup> ): <u>41.6</u> <small>(D/3)</small>
Approx. Lift Thickness: <u>12 Ft</u>	F No. of Lifts Represented: <u>1</u>
G Minimum No. of tests: <u>2</u> <small>(F x ((E/1000)+1))</small>	H Sublot Length (ft): <u>12.5</u> <small>(B/G)</small>

Test Number	1	2	3	4
I Sublot Begin (station):	100+75	100+88		
J Random #1 (0.0001-1.0000):	.4390	.1894		
K Random Length: <small>(H x J)</small>	5.5	2.4		
L Random Station: <small>(I+K)</small>	100+81	100+90		
M Width @ Location L:	15 FT	15 Ft		
N Random #2 (0.0001-1.0000):	.3295	.7246		
P Random Offset: <small>(N x M)</small>	4.9	10.9		
Offset: feet Rt. / Lt. of Center	15 Ft lt to 15 Ft rt	15 Ft lt to 10 Ft rt		
Elevation:	10	8		
Probe Depth (in):	8'	8'		
Field Moisture Content (%):	2.4	2.7		
Field Nuclear Wet Density (lb/ft <sup>3</sup> ):	107.6	109.6		
Q Field Nuclear Dry Density (lb/ft <sup>3</sup> ):	102.3	103.6		
R % Theoretical Max Dry Density: <small>((Q/A) x 100)</small>	97.7	98.9		
Specification:	<u>95.7%</u>	<u>95.7%</u>		

Meets Spec       Does Not Meet Spec       Not Applicable

Remarks: \_\_\_\_\_

 3/27-18  
 Technician (Print / Sign) Date  
 ID# TT2 - 301

Reviewed By \_\_\_\_\_ Date  
 (Print / Sign) REV. 4/25/16

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
MATERIALS AND QUALITY ASSURANCE  
NUCLEAR DENSITY TEST OF SOILS REPORT**

Item No: <u>32</u>	Date: <u>3/29/2018</u>
RI Contract No: <u>2016-CB-038</u>	F.A.P. No: <u>Rev-1950-001</u>
Project: <u>Prov Ped River Br</u>	Location: <u>Providence RI</u>
Gauge No: <u># 63351</u>	Dally Std: <u>Density .2794</u> <u>Moisture: .756</u>

Acceptance  Independent  Info Only

Soil Description: <u>Common Borrow</u>	Lab No: <u>180085</u>
A Theoretical Max Dry Density (lb/ft <sup>3</sup> ): <u>128.8</u> <small>Corrected for oversize, AMDD from Proctor Test T-180</small>	Opt. Moisture (%): <u>8.1</u> <small>From Proctor Test T-180</small>

Section (Lot) Details / Notes: West Abutment Back fill

	Section Begin (station): <u>100+25</u>		Section End (station): <u>101+00</u>
B	Total Length of Section (ft): <u>75 Ft</u>	C	Average Width of Section (ft): <u>28 Ft</u>
D	Approx. Area of Section (ft <sup>2</sup> ): <u>2100</u> <small>(B x C)</small>	E	Approx. Area of section (yd <sup>2</sup> ): <u>233.3</u> <small>(D/9)</small>
	Approx. Lift Thickness: <u>12Ft</u>	F	No. of Lifts Represented: <u>1</u>
G	Minimum No. of tests: <u>2</u> <small>(F x [(E/1000)+1])</small>	H	Sublot Length (ft): <u>37.5</u> <small>(B/G)</small>

Test Number	1	2	3	4
I Sublot Begin (station):	<u>100+25</u>	<u>100+63</u>		
J Random #1 (0.0001-1.0000):	<u>.2530</u>	<u>.5530</u>		
K Random Length: <small>(H x J)</small>	<u>9.5</u>	<u>20.7</u>		
L Random Station: <small>(I+K)</small>	<u>100+35</u>	<u>100+84</u>		
M Width @ Location L:	<u>28 Ft</u>	<u>28Ft</u>		
N Random #2 (0.0001-1.0000):	<u>.4902</u>	<u>.4020</u>		
P Random Offset: <small>(N x M)</small>	<u>13.7</u>	<u>11.2</u>		
Offset: feet Rt. / Lt. of Center	<u>29 ft lt to 20 ft rt</u>	<u>29 Ft lt to 15 ft rt</u>		
Elevation:	<u>FG</u>	<u>FG</u>		
Probe Depth (in):	<u>8'</u>	<u>8'</u>		
Field Moisture Content (%):	<u>4.2</u>	<u>4.6</u>		
Field Nuclear Wet Density (lb/ft <sup>3</sup> ):	<u>137.9</u>	<u>139.2</u>		
Q Field Nuclear Dry Density (lb/ft <sup>3</sup> ):	<u>126.3</u>	<u>128.6</u>		
R % Theoretical Max Dry Density: <small>[(Q/A) x 100]</small>	<u>98.0</u>	<u>99.8</u>		
Specification:	<u>95 %+</u>	<u>95 %+</u>		

Meets Spec  Does Not Meet Spec  Not Applicable

Remarks: \_\_\_\_\_

*[Signature]*  
Technician (Print/Sign) 3-29-18  
Date

Reviewed By \_\_\_\_\_ Date

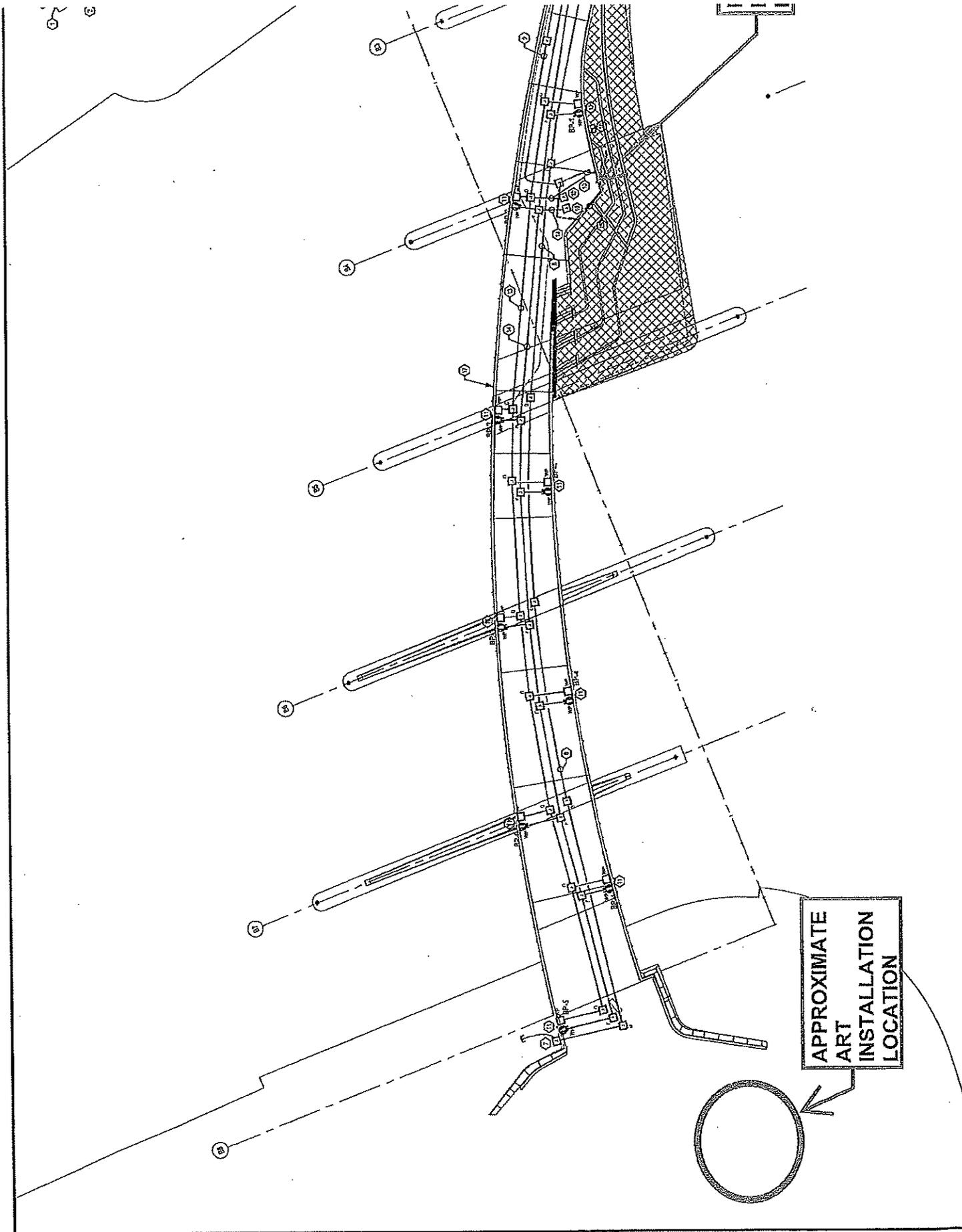
REV. 4/25/16  
17E92



## Appendix F

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September 2017 Improvements to Interstate Route 195  
Contract 16 - Bridge Power Plan





FUSS & O'NEILL

## Appendix G

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December 2017 Improvements to Interstate Route 195  
Contract 17 Waterfront Parks by RIDOT

PROVIDENCE RIVER

7-23

1010

1010

1010

1010

1010

1010

1010

1010

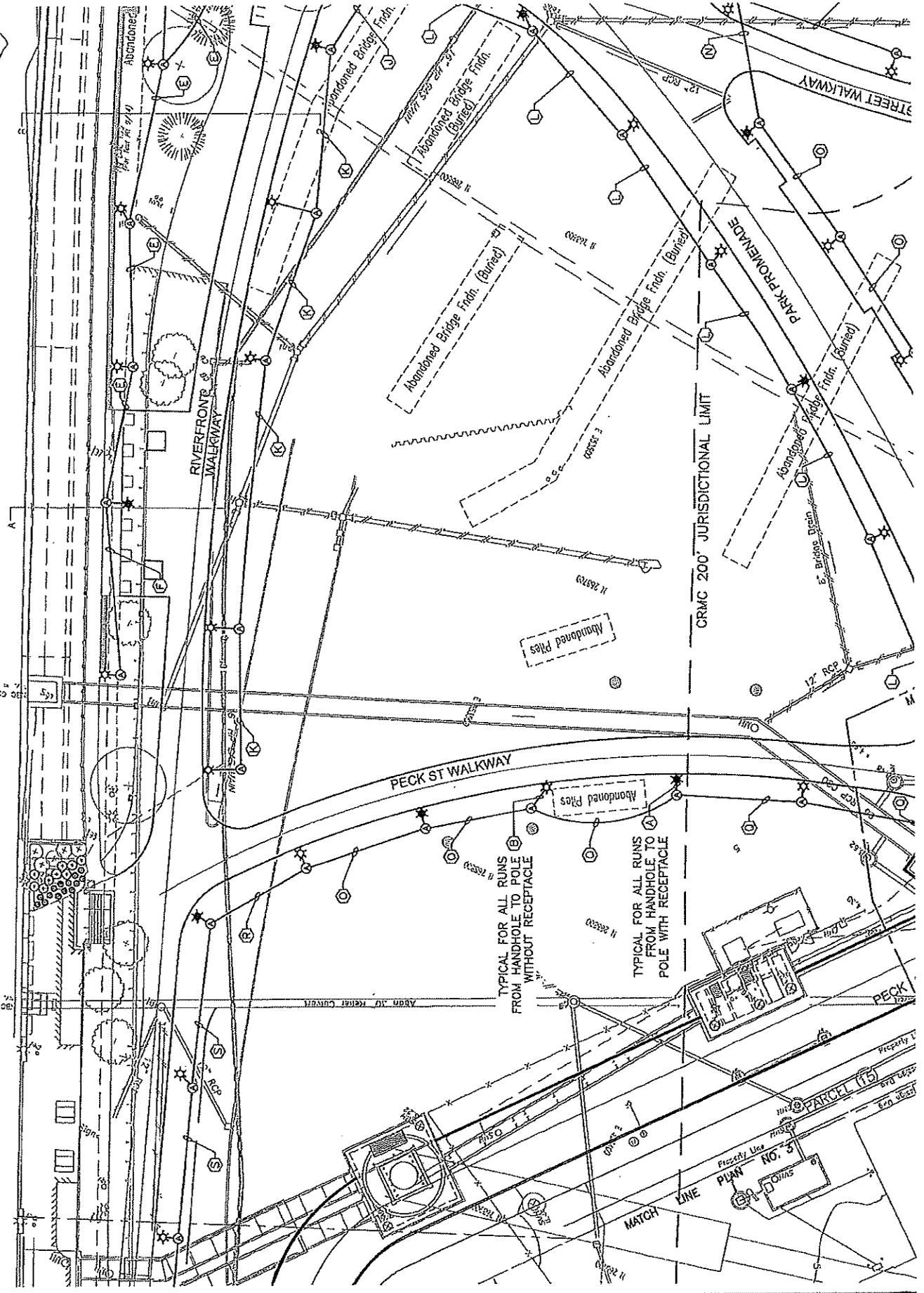
1010

1010

1010

1010

1010



TYPICAL FOR ALL RUNS  
FROM HANDHOLE TO POLE  
WITHOUT RECEPTACLE

TYPICAL FOR ALL RUNS  
FROM HANDHOLE TO  
POLE WITH RECEPTACLE

Parcel 15  
Plan No. 5

MATCH

CRMC 200' JURISDICTIONAL LIMIT

Abandoned Poles

Abandoned Bridge Ftn. (Blurred)





FUSS & O'NEILL

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ENGINEERS • SCIENTISTS • PLANNERS

**Exhibit 6 Transfer of Title**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ CITY OF \_\_\_\_\_

TRANSFER OF TITLE FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the Agency, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by this Agreement and as described therein.

Title: \_\_\_\_\_.

Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS ARTIST

Sworn to and subscribed ADDRESS

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:

(NOTARY SEAL)

## Exhibit 7 Call for Art

10/27/21, 3:52 PM

CoRE

<https://artculturetourism.com/landmark-public-art-at-the-pro>

Landmark Public Artwork at Providence Innovation District Park  
City of Providence Department of Art, Culture + Tourism  
Title: Cultural Affairs Manager  
444 Westminster Street  
Third Floor  
Providence RI 02903

Contact Email: [grodriguez@providenceri.gov](mailto:grodriguez@providenceri.gov)

Call Type: Public Art

Eligibility: National

State: Rhode Island

Entry Deadline: 5/2/21

Application Closed

### REQUIREMENTS:

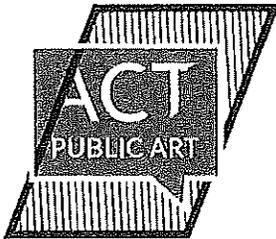
Media

Images - Minimum: 5, Maximum: 10

Video - Minimum: 0, Maximum: 5

Total Media - Minimum: 5, Maximum: 10

### SUMMARY



The City of Providence Department of Art, Culture + Tourism and Art in City Life Commission invite artists to submit qualifications for a Landmark Public Artwork in the City's new Providence Innovation District Park. This inaugural, large-scale, signature, permanent work of art will be the first of its kind in the City and is the first activation of Providence's Art in City Life Ordinance, also known as a percent for art allocation. Successful proposals will grapple with the historic complexity of the site. A site brief accompanies this RFQ which outlines both the current site condition and use as well as historical context.

This call for qualifications is open to professional artists within the United States. Black, Indigenous, People of Color, women, gender nonconforming persons, LGBTQIA+ community members and people with differing physical abilities are highly encouraged to apply. Artists living across Rhode Island are highly encouraged to apply.

Qualifications must be submitted through [callforentry.org](http://callforentry.org). The deadline is extended to May 2, 2021.

Site: Providence Innovation District Park

Address: 120 Peck Street, Providence, RI, 02903

Budget: \$850,000

### Project Goals

We intend for this commission to:

- Serve as an iconic representation of the site of our City's earliest cultural and economic meeting ground, distilling Providence's complex history and creative identity into a visible form.
- Respond to the current physical condition and use of the site with visibility from multiple site lines.
- Serve as a meeting point and gathering place for residents of all ages, in addition to being a place that visitors seek out.
- Showcase the City's commitment to public art through its grand scale and ambitious conceptual reach.

## Locations and Siting

This Landmark Public Art shall be installed in the western base of the Michael Van Leeuwen Memorial Pedestrian Bridge which connects the east and west sides of the Providence River in downtown Providence. The newly built footbridge and surrounding Providence Innovation District Park will soon be home to various amenities including food and beverage vendors, public restrooms, benches, and programable space. Adjacent to the south of the site is an amphitheater and riverfront walking paths. The surrounding waterfront park will become a primary space for large gatherings, festivals, and events, as well as regular programming such as weekday lunchtime or evening music offerings, weekend farmers markets, food or craft vendors, and public celebrations.

For more information on the 195 District and current projects, please visit [www.195district.com](http://www.195district.com).

Information regarding adjacent properties and developable parcels within the Providence Innovation & Design District may be found here: <https://www.195district.com/for-developers/development-plan>

Design considerations include

- Durability of materials, ease and cost of maintenance and the New England Climate
- Vertical profile: The artwork should provide adequate space and square footage to allow for gathering space for sitting and the enjoyment of programming and refreshments while allowing for ADA accessibility and travel paths across the bridge.
- Site lines should be considered from Eddy Street, Dorrance Street, and South Water Street.
- Maps and drawings can be found here: [Landmark Public Artwork – Site Description](#)

Successful proposals will grapple with the historic complexity of the site.

- A site brief regarding historic considerations of the Providence Innovation District is available here: [Historic Consideration of the District](#)
- Applicants may also choose to view a 2021 presentation created for the City of Providence's Downtown Unified Vision Plan Study by cultural historian and curator Marissa Brown, Assistant Director for Programs and Adjunct Lecturer in the Public Humanities at Brown University. The presentation is available here (timestamp, 28:40min): <https://www.youtube.com/watch?v=cwE5Ec4Uj2Q&feature=youtu.be>

## The Artist Selection Process:

Artists will be selected through a competitive, two-tiered process. Qualified artists may submit their Artist Statement, Resume/CV, and three examples of relevant projects no later than May 2, 2021. Applications received after this date will not be reviewed. Applicants must apply online through [callforentry.org](http://callforentry.org).

An Art Selection Panel will review complete applications and score the submitted qualifications and select no more than three artists as finalists. Finalists will be contracted to complete a design proposal at a flat rate of \$6500.00.

The three shortlisted artists will then be invited to a site visit in June 2021, after which the artist will be granted six weeks to develop a design proposal and construction drawings. Design Proposals must include a concept design, narrative description, method of fabrication and install, detailed project timeline and project budget. Guidance documents will be provided.

Full design proposals shall be presented to the Art Selection Panel in August 2021.

The Art Selection Panel will recommend an awarded artist to the Art in City Life Commission for approval. The Department of Art, Culture + Tourism will publicly announce the commissioned artist in residence in October 2021.

## Art Selection Panel

The Art Selection Panel includes representatives from partnering entities and agencies, as well as at least two stakeholders from the community that would be the primary audience for the work:

- Member of the Art in City Life Commission
- Director of the Division of Planning and Development for the City of Providence
- City of Providence Director of Finance or designee
- 195 Redevelopment District staff, or designee
- Providence-based professional architect
- Four Providence-RI based arts professionals

## Eligibility:

- Artistic collaborations applying may consist of 2-3 individual artists working together, or more formal collectives/collaborations that have fiscal sponsorship or 501(c)3 status.
- Recognizing the intersectionality of artists' identities, we acknowledge that artists may also identify as cultural practitioners, activists and community-rooted collaborators, and may be self/community-taught, institutionally trained, or a combination of both. All are welcome to apply.
- Artists with a home or studio address in Rhode Island and/or can demonstrate a personal connection to Providence, RI will be preferred.
- Applicant must be able to demonstrate their experience as a public artist with a portfolio consisting of at least one successful installation of permanent public art project; and/or three successful installations of temporary public artworks; and/or the demonstrated capacity to bring studio artworks to scale in the public realm.
- Black, Indigenous, People of Color, women and gender nonconforming persons, LGBTQIA+ community members are highly encouraged to apply.
- Note: ACT Public Art awards are taxable income to individual recipients and reportable to the IRS. Grantees will receive a 1099 from the City of Providence if total payments exceed the minimum requirements set by the IRS within a calendar year. (Currently, the minimum requirement is \$600. Go to [www.irs.gov](http://www.irs.gov) for details.)
- Lead applicant must be 18 years or older to be eligible to apply.
- This call for qualifications is open to professional artists within the United States.

## Qualifications:

The deadline for Qualifications is May 2, 2021. Artists must submit the following to be considered:

- An artist statement
- A CV or Resume
- Up to 10 examples of previous work, including at least 1 one successful installation of permanent public art project; and/or three successful installations of temporary public artworks; and/or the demonstrated capacity to bring studio artworks to scale in the public realm.

If selected to submit a full proposal, applicants should note the following evaluation criteria:

- Narrative summary of the work you want to create (no more than 2000 words). Include thoughts on how you see the work being integrated into the current use of the site as well as grapple with the site's historic complexity.
- Design concept drawing, a sketch, render or visual image that represents the idea of the project proposed. Images must be site specific and to scale. Please provide a hi-res color image and a scaled site rendering that can be printed to 24" X 36".
- An installation plan that includes an extensive and detailed description of your anticipated technical needs.
- A detailed project schedule.
- An itemized projected budget which will include at least \$680,000 towards: drawings, engineering, fabrication, transportation, installation, and building permits. Invited artists will be encouraged to view the budget provided in this call for art when developing their project budgets.
- Up to 3 professional references
- Proof of studio insurance including general liability and umbrella coverage
- NOTE: All design materials must be submitted as PDF files.

## Artist Scope of Work

Finalists will be contracted to:

- Develop a detailed design proposal as outlined in Qualifications section above, including a Narrative Summary, Design Concept; Installation Plan; Project Schedule, Itemized Budget
- Work with the Project Manager for Capital Improvement Public Art Projects to identify an appropriate partner agency for fabrication and/or installation purposes.
- Attend a site visit in June 2021 (artist shall be responsible for travel and accommodations)
- Submit design materials no later than August 20, 2021
- Present design materials to the Art Selection Panel on August 23, 2021.

Commissioned artist must adhere to the following responsibilities:

- Design artwork in accordance to approved design proposal
- Regularly communicate with Project Manager for Capital Improvement Projects and staff of the City of Providence Department of Art, Culture + Tourism.
- Submit design drawings, project updates, and reports of the like to deadline
- Manage any and all subcontracts related to design, fabrication and install
- Work with Project Manager for Capital Improvement Projects and any and all local partners involved with fabrication and/or install
- Oversee transportation of any and all artwork
- Complete fabrication by August 30, 2022
- Insure artwork during fabrication through final acceptance by the City
- Install and/or attend and oversee the installation of the final artwork no later than September 30, 2022
- Develop and submit to the City a maintenance and conservation plan
- Attend press events, artist talks, and/or participate in promotional activities leading up to the unveiling of the artwork

## Frequently Asked Questions

There will be an optional art info session for interested applicants on Monday March 22, 2021 at 5pm via Zoom. To register click here:  
<https://providenceri.gov/zoom.us/j/9611917916?pwd=UjZpdUd0UzMrEiNCBE0bZyYyYVhFk7ZlS0Pj>

Any questions regarding the application process and artist scope must be submitted in writing by Friday March 26, 2021. Questions may be addressed to Gino Rodriguez-Drix, ACT Cultural Affairs Manager via email, [grodriguez@providenceri.gov](mailto:grodriguez@providenceri.gov) (subject line: RFO Question: LANDMARK).

Answers to Frequently Asked Questions were posted to <https://artculturetourism.com/landmark-public-art-at-the-providence-innovation-district-park/>

To see the FAQ directly click: [Landmark Public Artwork FAQ](#)