

# RESOLUTION OF THE CITY COUNCIL

No. 258

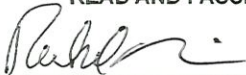

Approved June 13, 2024

RESOLVED, That the Members of the Providence City Council  
hereby Authorize Approval of the following Contract Award by the Board of  
Contract and Supply in accordance with Section 21-26(2)(a) of the Code of  
Ordinances.

Arup US, Inc.  
(Department of Planning & Development)

\$10,797,108.00

IN CITY COUNCIL  
JUN 06 2024  
READ AND PASSED

  
\_\_\_\_\_  
RACHEL M. MILLER, PRESIDENT  
  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 6/13/24



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

April 17, 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 Public Property**
  - Request to pay Aramsco, Inc for gym floor refinishing in the amount of \$31,218.88 in accordance with the Code of Ordinances, Section 21-26 (2) (b).
- **Department of Planning & Development**
  - Award to Arup US Ind for Engineering and Design for Providence Riverwalk Resilience in the amount of \$10,797,108.00 in accordance with the Code of Ordinance, Section 21.26-(2) (a).

Sincerely,

A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: John Arzoomanian, Department of Public Property  
Alejandro Tirado, Director of Purchasing  
Joseph I Mulligan, Director of Planning and Development  
Shomari Husband City Treasurer



CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

April 15, 2024

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

RE: ENGINEERING AND DESIGN FOR PROVIDENCE RIVERWALK RESILIENCE  
MinuteTraq ID#: 42855

Account Code(s): Minority Participation: 0% MBE, 50% WBE

- 241-2060-53420 \$8,800,000.00
- PPBA2020A (CIP 1.08) \$1,600,000.00
- PPBA2020A (CIP 3.65.02) \$400,000.00

Dear Mayor Smiley,

DATE OF BID OPENING: December 18, 2023

RECOMMENDED BIDDER & THEIR ADDRESS:

Arup US Inc.  
60 State Street  
Boston, MA 02109

TOTAL AMOUNT RECOMMENDED: Total amount not to exceed \$10,797,108.00

	VENDOR NAME	EVALUATION SCORE	TOTAL (Final Specifications)
1.	Arup US Inc	98 Points	\$10,797,108.00

Arup was the sole bidder for this solicitation

- ☒ On the basis of said bids, we recommend the low bidder, as identified on **LINE 1**, whose bid has met the specifications.
- ☐ On the basis of said bids, we recommend the bidder identified on **LINE:**  . While not the apparent low bidder, a review of the bids reveal that it is in the best interest of the City to reject the low bidder. See the Explanation box below.
- ☐ On the basis of said bids, we recommend multiple bidders identified on **LINES:**  . A review of the bids reveal that it is in the best interest of the City to utilize these bidders together. See the Explanation box below.

Explanation: Based on the scoring rubric identified in the Request for Qualifications, the submitted proposal, the Firms’ references, and interview conducted by the City, the attached scores were awarded for the submitting firm.


DEPARTMENT OF PLANNING & DEVELOPMENT  
JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING



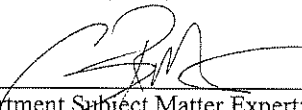
CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

As this solicitation was subject to the federal Brooks Act, we entered into cost negotiations once we qualified the firm using the scoring rubric described above and attached. We negotiated an agreed upon cost for the total contract of \$10,797,108.

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\_\_\_\_\_  
Joseph I. Mulligan, III  
Director of Planning and Development

Financial Approval: \_\_\_\_\_

  
\_\_\_\_\_  
Department Subject Matter Expert: Chris Martin, Principal Planner

*By signing, the subject matter expert certifies the following: That the recommended vendor(s) is/are the lowest, qualified bidder(s) with regards to the corresponding specifications. That all bids corresponding to this award were reviewed for completeness and that the recommended bidder's submission is inclusive of all required documents.*

  
\_\_\_\_\_  
Amanda Pontarelli,  
Deputy Director of Public Property / C.I.P Manager

**DEPARTMENT OF PLANNING & DEVELOPMENT**  
JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.8400 | [WWW.PROVIDENCERI.GOV/PLANNING](http://WWW.PROVIDENCERI.GOV/PLANNING)



**CITY OF PROVIDENCE**  
MAYOR BRETT P. SMILEY

**MEMORANDUM**

Date: April 15, 2024

**Subject: Additional Documentation for Award of ENGINEERING AND DESIGN FOR PROVIDENCE RIVERWALK  
RESILIENCE, MINUTETRAK # 42855**

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The RFQ released on 11/6/2023 contained a rubric for scoring proposals:

- A total 10 points if a proposal included all necessary forms and a cover letter
- 30 possible points for project approach and understanding
- 30 possible points for qualifications and recent relevant experience
- 10 possible points awarded based on the recommendations of references
- 10 possible points awarded based on the proposed project schedule
- 20 possible points awarded based on interviews

Prices were not submitted as part of respondents' proposals in accordance with federal grant regulations.

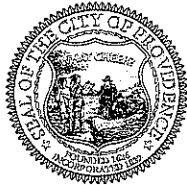
Once the respondent's qualifications were scored, the RFQ states "the City shall attempt to negotiate a contract with the highest qualified firm at compensation which the City determines is fair and reasonable to the City. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall undertake negotiations with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with that firm, the City shall undertake negotiations with the third most qualified firm."

There was only one respondent to this request for qualifications. The respondent's qualifications were scored and met the criteria to enter cost negotiations. The City was able to negotiate a satisfactory contract price with the qualifying firm.

See the attached final scoring for the submitting firm.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

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PHONE 401.680.8400 | [WWW.PROVIDENCERI.GOV/PLANNING](http://WWW.PROVIDENCERI.GOV/PLANNING)



CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

Scoring Sheet (Completed by City Evaluation Team)

		Lead Consultant: Arup	Lead Consultant: _____	Lead Consultant: _____
Technical Evaluation Criteria	Cover Letter	5		
	Completed Forms	5		
	Qualifications and Relevant Experience	24		
	Project Approach and Understanding	24		
	References	10		
	Proposed Project Schedule	10		
Technical Evaluation Score (subtotal of above)		78		
Interview Score		20		
Total Score (Technical Evaluation Score + Interview Score)		98		

The RFP and all bids are on the Open Meeting Portal for the 12/18/23 meeting when bids were opened:  
[https://providenceri.igm2.com/Citizens/Detail\\_LegiFile.aspx?Frame=&MeetingID=14005&MediaPosition=&ID=42855&CssClass=](https://providenceri.igm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=14005&MediaPosition=&ID=42855&CssClass=)

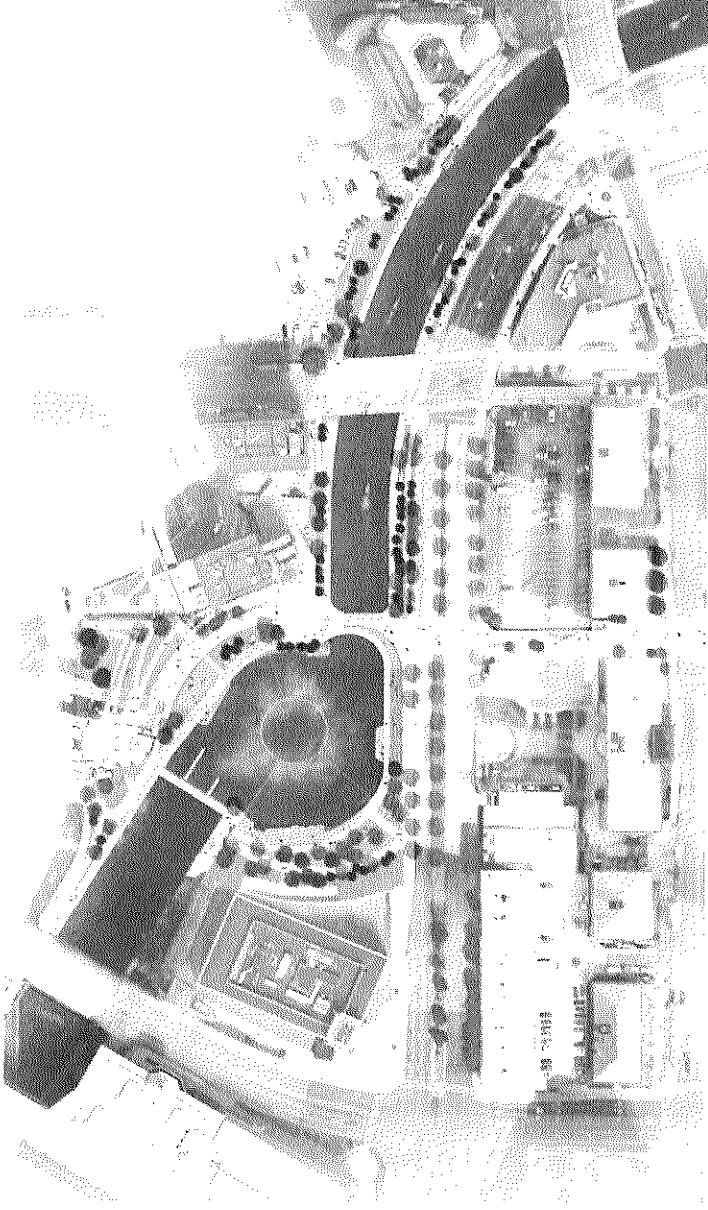
Respectfully submitted by Chris Martin, Principal Planner

DEPARTMENT OF PLANNING & DEVELOPMENT  
JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

City of Providence, Rhode Island  
Engineering & Design for Providence Riverwalk Resilience  
Cost Proposal, Revision #3

Arup US, Inc., 60 State Street, Boston, MA 02109

Reference: Procurement/MinuteTrq #42855  
March 25, 2024



## 1. Introduction

Arup US, Inc. (Arup) is pleased to provide this cost proposal for Engineering & Design for the Providence Riverwalk Resilience project.

The client and owner of this project is City of Providence (the City). Arup will be contracted directly to the City of Providence.

Arup will be the prime consultant providing the following services:

- Urban Planning
- Civil Engineering
- Permitting Consulting
- Transport Planning
- Bridge Engineering
- Structural Engineering
- Sustainability and Resiliency Consulting
- Accessibility & ADA Consulting
- Code & Fire/Life Safety Consulting
- Security Design
- Lighting Design
- Electrical Engineering
- Venue Design
- Acoustics Design
- Public Realm Technology Design
- Financial Planning
- Cost Estimating
- 3D Visualizations

Arup intends to retain the following sub-consultants to assist in our work and meet the minimum M/W/DBE requirements for the project:

- Landscape Architecture – Stephen Stimson Associates Landscape Architects, Inc.
- Architecture – Inform Studio (DBE)
- Traffic Engineering and Permitting Consulting – Vanasse Hangen Brustlin, Inc.
- Roadway and Bikeway Support – Toole Design
- Accessibility Consulting Support – Urban Idea Lab LLC (M/WBE)
- Geotechnical, Environmental, and Marine Structures Engineering – RMA Environmental (MBE)
- Marine / Wetland Ecology Design – Inter-Fluve, Inc.
- Cost Estimating Support – Miyakoda Consulting (WBE)
- Community Engagement – Civic, Inc. (MBE)
- Surveying & Civil Engineering Support – Narragansett Engineering, Inc (DBE)
- Renderings – By-Encone/Pax Brooklyn
- Waterfront Constructability Advisor – Skanska

Our scope of work will extend from the 30% design phase through preparation of PS&E documents.

City of Providence, Rhode Island  
March 23, 2024 | Arup US, Inc.

## 2. Project Description

The project is described in the Request for Proposals (RFP) 'Engineering & Design for Providence Riverwalk Resilience' prepared by the City of Providence, dated December 18, 2023, along with the following RFP addenda:

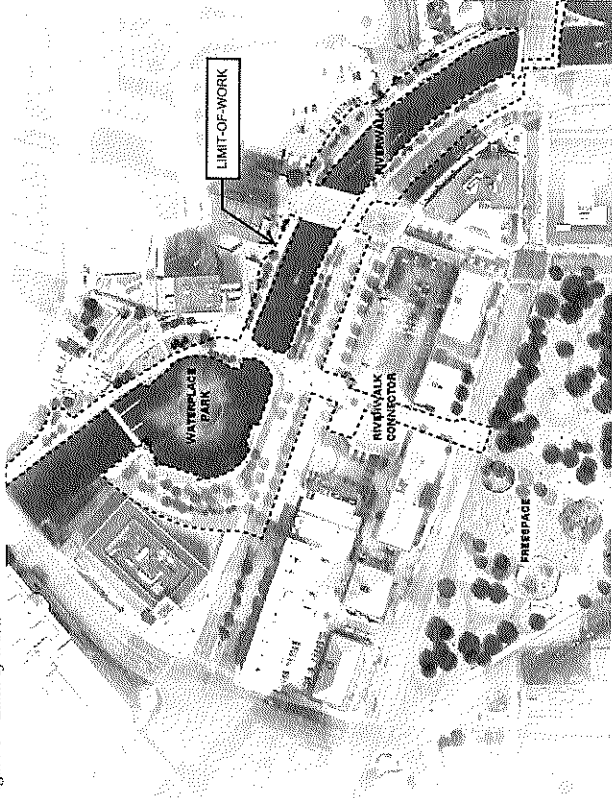
- Addendum #1, issued November 21, 2023
- Addendum #2, issued November 29, 2023
- Addendum #3, issued December 6, 2023
- Addendum #4, issued December 13, 2023

We understand the intent of this project is to advance engineering and landscape architecture, provide NEPA and other permitting services, conduct a Benefit-Cost Analysis and Advanced Geotechnical and Environmental Analysis, conduct robust community engagement and provide advertising services to bring the current 30% engineering documents to full engineering documentation ("shovel-ready") for the Waterplace Park Basin, Downtown Riverwalk between Francis Street and Canal Walk/Canal Street, and connections between Exchange Street and Memorial Boulevard.

Our understanding is that the estimated project construction budget is \$49,000,000 inclusive of all trade costs, mark-ups, profits, construction manager fees, insurances, and contingencies.

We understand the project's Limit-of-Work, including for all investigation, design, and engineering services is limited to the area identified within the dashed line in Figure 1.

Figure 1 – Limit of Work



Engineering & Design for Providence Riverwalk Resilience  
Cost Proposal



### 3. Project Scope

Our proposed base scope of work is described in detail below.

#### 3.1 Task 1 – Project Management

We will perform project management tasks throughout the project, including:

- Prepare and submit a project budget.
- Produce invoices, monthly progress and budget reports.
- Prepare DBE reports.
- Comply with USDOT to FHWA RAISE program.
- Prepare reports required by USDOT & NFWF.
- Coordinate & attend virtual city staff coordination meetings.
- Prepare a Project Plan.
- Quality assurance / quality control.

##### 3.1.1 Meetings

- Up to fifty-two (52) virtual biweekly city staff coordination meetings, inclusive of twenty-six (26) virtual monthly partner meetings (approximately 300 total person-hours)

##### 3.1.2 Deliverables

- Invoices
- Monthly progress and budget reports
- Meeting agendas for biweekly staff coordination meetings
- Meeting materials for biweekly staff coordination meetings, as needed
- Meeting notes for biweekly staff coordination meetings

##### 3.1.3 Assumptions

The following assumptions apply to this Task: I.b, I.d, I.f, II.a, II.b, II.d, III.

#### 3.2 Task 2 – Verification

Our Verification task will include:

- Initial Stakeholder Mapping and Outreach:
  - Identify project stakeholders, including project partners, property owners, local businesses, arts and culture organizations, and utility providers.
  - Coordinate communications with the City and propose attendees to include in quarterly stakeholder meetings such as to discuss the proposed project, gather data, coordinate planned work, and identify stakeholder priorities and potential strategies and opportunities to explore during the project.
- Comprehensive Regulatory Approvals Initial Review, Coordination, and Framework:
  - Review applicable local, state, and federal regulations.
  - Collect relevant information such as individual property permits and licenses.
  - Identify and conduct engagement activities with authorities having jurisdiction and participating regulatory agencies to frame the issues to be addressed, develop a range of reasonable alternatives to study, review key regulatory considerations, and explore potential permitting strategies.
  - Work with regulatory authorities to identify opportunities to streamline and minimize permitting requirements and schedules, and to determine any specific Essential Fish Habitat / Endangered Species Act species concerns and time of year restrictions that may affect in-water work.
  - Develop a Draft Comprehensive Permitting Framework, including a Permitting Forecast, establishing a timeline for each applicable regulatory approval, timing for outreach and application preparation, anticipated durations for agency review, and identifying data needs and antecedent tasks that may need to be completed prior to each permit submission.
  - Work with the City to refine the overall project scope and schedule to reflect the outcomes of this task.
- Review Key Design Assumptions and Architectural Opportunities:
  - Establish a preferred direction with the City such as for the multi-modal circulation distribution for the Riverwalk, shared-use path, and Memorial Boulevard crosswalks and sidewalks.
  - Establish a preferred direction with the City for the design approach for the riverwalks between the Waterplace Park and Exchange Street bridges, architectural design goals of the pedestrian bridge, and Riverwalk wall treatments. To support this conversation, we will:
    - Map common end-user paths through the site to identify a range of human experiences to identify opportunities to locate and create areas of rest, bathrooms, demarcations for multimodal circulation, infrastructure for public artwork, infrastructure for digital access, flood resilient power connectivity for events, street lighting, and find opportunities for engagement activities with the water, retail and commercial activities.
  - Conduct a comprehensive overview of urban design strategies, including how to effectively connect with the Urban Trail Network, establishing means of increasing foot-traffic, planning for multimodal and universal accessibility, and proposing parking solutions.
  - Identify new relevant architectural precedents to complement the list already compiled during 30%, for both the riverwalks and pedestrian crossing.
  - Confirm the requirements both in terms of connectivity and accessibility of the bridge connector to and from nearby properties, and its overall dimensions and design attributes.

- 3.2.4

Assumptions
- The following assumptions apply to this Task: I.a, I.b, I.c, I.d, I.f, II.c, III, IV.a, IV.b.1, IV.b.2, IV.b.3, IV.b.5, IV.c, IV.d, IV.e, IV.f, IV.g, IV.h, IV.i.1.
- 3.3

Task 3 – NEPA Documentation & Approvals
- We will support the City with coordination and applying for approvals with USDOT and NEPA, including:

  - NEPA Coordination:
    - Submit NEPA project initiation letter and scoping memo for determining Class of Action.
    - Identify and notify participating agencies.
    - Develop & implement a coordination plan with participating agencies to review key regulatory considerations and explore potential permitting strategies.
    - Hold up to four (4) interagency Consulting Parties Meetings.
    - Work with participating agencies and the public to develop a concise memorandum documenting a statement of the project’s purpose and need, summarizing the alternatives considered and evaluated for the project, and discussing the selection of the preferred alternative.
    - Document details of participation from regulatory agencies & the public.
  - NEPA Strategy Development:
    - Develop a schedule for NEPA environmental review process.
    - Develop appropriate methodology & level of detail for the analysis.
  - NEPA Documentation and Applications:
    - Conduct documentation, generate reports, and apply for approvals as required by NEPA and USDOT, including:
      - Preparation and submission of Section 106 / Cultural Resources technical report to RIHPC, RIDOT, PHDC, Tribes (if needed), and other identified stakeholders; preparation of additional materials requested by the RIHPC necessary to make an effects determination; and up to two (2) virtual and one (1) in-person Section 106 consulting parties meetings.
      - Preparation of Programmatic Net Benefit Section 4(f) Evaluation.
      - Perform Environmental Justice / Title VI analyses consistent with the Title VI of the Civil Rights Act of 1964, as well as Executive Order 12898 and Department of Transportation Order 5610.2(a).
      - Prepare a qualitative local and regional air quality analysis demonstrating compliance with the Transportation Conformity, and an associated qualitative construction assessment.
      - Prepare traffic and safety analyses, as discussed further in Task 5 – Advanced Investigations.
      - Desktop review and assessment of Rare, Threatened, and Endangered (RTE) Species.
      - Desktop review and site visit to assess natural resources within the project study area, and preparation of a technical memorandum outlining existing and affected natural resources and recommended preliminary mitigations strategies to address affected water resources, if applicable.
- 3.2.1

Meetings
- One (1) two-hour virtual Sustainability and Resilience Workshop with the City (approximately 20 total person-hours)
  - One (1) one-hour virtual Construction Funding Review meeting with the City (approximately 16 total person-hours)
- 3.2.2

Site Visits
- One (1) site visit, attended by up to fifteen (15) engineers and consultants (approximately 120 total person-hours)
- 3.2.3

Deliverables
- List of Project Stakeholders
  - Draft Comprehensive Permitting Framework including a Permitting Forecast
  - Update to Previous 30% Design Report
  - Development and assessment of up to two (2) new conceptual design alternatives and a No-Action alternative, in addition to the previously completed 30% Design (4 total alternatives)
  - Sustainability and Resilience Workshop with the City
  - Construction Funding Review meeting with the City

- Assessment of visual impacts, land use, socioeconomic and children’s health, noise, energy supply, climate, stormwater, and hazardous materials.
- Prepare Draft and Final Environmental Assessments.

3.3.1 Meetings

- Up to four (4) one-hour virtual interagency Consulting Parties Meetings (approximately 40 total person-hours)

3.3.2 Site Visits

- One (1) site visit, attended by up to two (2) engineers or consultants (approximately 16 total person-hours)

3.3.3 Deliverables

- NEPA environmental review process schedule
- Draft and Final NEPA Environmental Assessment documentation and applications, including:
  - NEPA project initiation letter and scoping memorandum,
  - Statement of the project’s purpose and need,
  - Up to four (4) interagency Consulting Parties Meetings

3.3.4 Assumptions

The following assumptions apply to this Task: 1.a, 1.b, 1.c, 1.d, 1.e, 1.f, 11.d, III, IV.a, IV.b.1, IV.b.2, IV.b.3, IV.c, IV.f, IV.i.1, IV.j, IV.k.

3.4 Task 4 – Community & Stakeholder Engagement

We will perform community and stakeholder engagement activities, including:

- Develop a Community Participation Plan that captures the City’s goals and formats for engagement activities.
- Up to two (2) virtual public meetings, with Spanish interpretation.
- Up to three (3) in-person public hearings for USDOT & NEPA compliance, with Spanish interpretation.
- Stakeholder/property owner meetings, including targeted stakeholder meetings, held up to quarterly during the project.
- Up to two (2) online surveys.
- Prepare meeting agendas and materials and attend and prepare meeting minutes for up to eight (8) virtual meetings with utilities, partner agencies, and permitting agencies.
- Develop a summary report documenting and distilling the community and stakeholder engagement process, including outcomes from each meeting, survey results, and highlights of how feedback was integrated into the process.
- REJC Advisory: Partner with members of the Racial and Environmental Justice Coalition (REJC) to help elevate and integrate the voices of frontline and BIPOC community members. A REJC member will be available to participate in monthly meetings, assist with planning of public meetings, and offer consulting as necessary.

3.4.1 Meetings

- Two (2) virtual public meetings (approximately 60 total person-hours)

- Three (3) in-person public hearings for USDOT & NEPA compliance (approximately 100 total person-hours)
- Up to eight (8) one-hour virtual quarterly stakeholder meetings (approximately 80 total person-hours)
- Up to eight (8) one-hour virtual meetings with utilities, partner agencies, and permitting agencies (approximately 40 total person-hours)

3.4.2 Deliverables

- Community Participation Plan
- Set up, coordinate and run two (2) virtual public meetings
- Conduct up to three (3) in-person public hearings for NEPA
- Meeting agendas, materials and notes for quarterly stakeholder meetings
- Meeting agendas, materials and notes for monthly partner meetings
- Meeting agendas, materials and notes for utility coordination meetings, as needed
- Create and analyze up to two (2) online surveys to gather public feedback
- Summary Community & Stakeholder Engagement report

3.4.3 Assumptions

The following assumptions apply to this Task: 1.b, 1.c, 1.d, 1.f, 11.d, III, IV.b.3, IV.d, IV.e.

3.5 Task 5 – Advanced Investigations

We will undertake field investigations and provide detailed reports and recommendations to supplement existing data, verify existing conditions necessary to support design development, and to develop documentation necessary for permit applications. The following investigation activities will be initiated early in the project to inform decision making, support the development of design alternatives and permitting documentation, and facilitate an efficient overall project schedule:

- Geotechnical and Environmental:
  - Conduct up to three (3) shallow test pits to understand the existing river walls’ buried geometry to at least Mean Lower Water depth, document the top of sheet pile walls, determine if tie backs are present, and understand irregular wall geometries, foundation components, and areas of subsidence below walkways.
  - Conduct up to two (2) 100-foot deep and six (6) 35-foot deep supplemental geotechnical and environmental borings to assess the Riverwalks’ walls, buried components, and channel walls.
  - Conduct exploratory investigations including up to two (2) exploratory test pits and up to three (3) geotechnical & environmental borings to determine the capacity of the existing Riverwalk Connector pile caps.
  - Perform laboratory assessments of collected geotechnical and environmental soil and groundwater samples.
- Ecology: Perform a habitat and ecological site assessment of the project area to facilitate the proposed habitat improvement design, including identification of potential reference sites within the river reach, and installation of waterlevel loggers to obtain site specific data to understand potential inundation levels and duration at the site.

- Traffic: Initiate traffic data collection and capacity analyses using Synchro to support Memorial Boulevard crosswalk and signalization improvements.
- Electrical: Assess existing electrical infrastructure, circuiting, and routing of above- and under-ground electrical wiring and equipment. This will also include an assessment of the street lighting and audiovisual equipment currently in use at the Riverwalks.
- Conduct a 48-hour noise survey to document daytime and nighttime noise levels.

• Survey:

- Perform Digsafe coordination for all subsurface exploration work.
- Perform a topographical and utility survey, including field utility invert measurements and ground penetrating radar survey to determine buried infrastructure.
- Perform a limited content boundary survey and prepare a Class 1 Survey Plan.
- Update existing survey plans to create a Record Drawing set of the Riverwalk walls documenting available data of the structural geometry, extent of below grade components, and original design intent of the Riverwalk walls.

3.5.1 Site Visits

- One electrical engineering site visit, attended by up to two (2) engineers (approximately 16 total person-hours)
- One habitat and ecological assessment site visit, attended by up to two (2) engineers or consultants (approximately 16 total person-hours)

3.5.2 Site Surveys & Field Investigations

- One (1) ground penetrating radar survey
- One (1) topographical and utility survey
- One (1) Class 1 boundary survey
- One (1) 48 hour noise survey
- Geoenvironmental test pits and environmental borings
- Site visit(s) to perform traffic data collection

3.5.3 Deliverables

- Up to five (5) geotechnical and environmental shallow test pits and eleven (11) geotechnical and environmental borings and associated laboratory assessments
- Detailed reports and recommendations based on the completed Advanced Geotechnical and Environmental Analyses
- Ground penetrating radar survey
- Topographical and utility survey
- One set of Record Drawings for the Riverwalk walls
- Class 1 boundary survey and updated existing survey plan for the project
- Memorial Boulevard Traffic Study

- Habitat and ecological site assessment
- 48-hour noise survey

3.5.4 Assumptions

The following assumptions apply to this Task: I.a, I.b, I.c, I.d, I.f, II.d, III, IV.a, IV.c, IV.h, IV.i.2, IV.i.3, IV.i.4, IV.j, IV.o.

3.6 Task 6 – Funding and Benefit-Cost Analysis (BCA)

- Benefit-Cost Analysis (BCA)
  - Produce a BCA including information and sections suggested and required by the latest USDOT guidance for Benefit-Cost Analyses for discretionary grant programs, including an analysis of one (1) preferred design and the baseline “no-action” alternative. We will confirm key assumptions, such as discount rate and analysis period, with the City prior to commencing the BCA. Depending on the available information and data, the BCA may include demand forecasting, safety benefits, travel time savings, operating cost savings, emissions reduction benefits, facility amenity benefits, health benefits, agglomeration benefits, noise pollution, stormwater runoff, wildlife impacts, benefits to existing and additional users, modal diversion, work zone impacts, state of good repair, resilience, geographic extent, property value increases, capital costs, operating and maintenance costs, residual value and remaining service life, innovative technologies and techniques and distributional impacts, and economic multipliers for construction. Results of the BCA will be reported as the net present value (NPV) and a benefit-cost ratio (BCR). Where there is limited data, benefits will be qualitatively assessed.
  - Provide detailed calculations used in the BCA, as well as a narrative detailing assumptions, calculations, and results with sufficient information to allow USDOT reviewers to understand the analysis and reproduce the results.
  - Documentation and description of all data sources in addition to information on how each source feeds into the analysis.

3.6.1 Deliverables

- PDF and Microsoft Word document of Draft BCA
- Unlocked native Excel files and other files used to generate information contained within the BCA
- Revised and finalized BCA that incorporates comments and feedback from City staff.

3.6.2 Assumptions

The following assumptions apply to this Task: I.b, I.c, I.d, I.f, II.c, II.d, IV.a, IV.n.

3.7 Task 7 – 60% Plan Set

- Perform a 60% funding and permit compliance review, led by our Permitting and Financial Planning discipline leaders, to identify potential strategies to align the design with regulatory requirements, align the design with potential construction grant eligibility requirements, and optimize the design to catalyze development.
- Hold a 60% Construction Feasibility & Phasing Charette, led by our Project Leadership and attended by relevant discipline leads and our Waterfront Constructability Advisor and the City.
- Hold a 60% Sustainability and Resiliency Workshop, led by our Resilience + Nature discipline leader and attended by relevant discipline leads and the City.

- Hold monthly internal Sustainability and Resiliency check-in meetings, led by our Resilience + Nature discipline leader and attended by relevant discipline leads.
- Advance one (1) preferred alternative from the Alternatives Analysis to 60% level and detail and prepare 60% Design Plan Submission including design plans, distribution of quantities, and Engineer’s Estimates, including:
  - Urban planning/landscape architecture/architecture: design the urban realm including vegetated areas, landscapes, site furniture, materials selection and construction principle for elevated walking platforms along the Riverwalk, seating, railing, canopies, and vegetation; perform soil analyses and design soil improvements to support healthy, mature vegetation and tree growth; design shading both on the pedestrian crossing and on the tiered seating of the Basin to improve thermal comfort using vegetation and/or modern shading structures.
  - Venue: planning for electric power for event use, loading access for events, structural tie down points and rigging points as necessary for events, discrete routing for temporary event cables, design of the Basin tiered seating, sightlines to the Basin, floating stage, review of the Waterplace Park Basin stage design, and its event infrastructure, investigations around of the former SkyLine facility to support equipment room, and back-of-house support spaces for events on the Waterplace Park Basin stage.
  - Bridge: design the structural elements and foundations for the new Waterplace Bridge.
  - Structural: design the structural elements and foundations for the new pedestrian Riverwalk Connector and elevated walking platforms along the Riverwalk.
  - Geotechnical, environmental, and marine structures: advise specific environment cleanup efforts for soil management & develop a soil management plan; conduct a detailed settlement analysis for final design of pile groups and spacing as needed upon determination of final design loads by the structural engineer; review and evaluate river wall conditions, seepage stability, slope stability, gravity analyses, and susceptibility to liquefaction of the Glaciolastrine layer; prepare a hydrologic and hydraulic model of the inland site and in-river and bank habitat zones to evaluate water surface profiles and flow velocities and assess scour and stability analyses for structural and design elements: design rehabilitations and modifications of existing river walls and new in-water infrastructure such as floating platforms.
  - Ecology: develop solutions to improve natural habitats by naturalizing the existing surfaces of the Riverwalks to improve water quality, resiliency, and habitats vegetation.
  - Civil, Roadway, and Bikeway: design the shared use path, ADA-compliant sidewalks and crosswalks, Memorial Boulevard roadway improvements, Exchange Terrace raised crosswalk, site layout and grading, utility improvements, stormwater management systems, green infrastructure, flood protection systems; prepare stormwater management system calculations.
  - Traffic: prepare a traffic analysis to ensure that the selected design will support the level of vehicle throughput expected in the corridor, and to support regulatory agency coordination and permitting requirements for the project; prepare traffic signal design for the proposed Memorial Boulevard midblock pedestrian crossing; prepare signage and striping plans for the improvements along the corridor of Memorial Boulevard.
  - Sustainability and resiliency: minimize impact of the project on the environment; provide recommendations for flood resiliency, extreme heat and wind; perform an urban heat island assessment and an embodied carbon Life Cycle Assessment; work with stakeholders to develop an agreed flood resiliency plan; provide guidance for the project to meet or exceed sustainability codes and standards.
  - Security: continue the work on bollards layout, location and quantities of security cameras, centralized equipment room, and coordination with laws enforcement authorities.
  - Accessibility, ADA, Code and Fire/Life Safety: conduct pedestrian and multimodal transit analyses through the site for permitting and life-safety requirements including daily transit activities or large-

- scale events; recommend surface finish materials, advise on grades, and vertical accesses to meet regulatory requirements and best practices for accessibility and safety.
  - Lighting: Architectural lighting design for electric lighting to meet code required light levels, as well as provide design for architectural lighting to support the nighttime aesthetic environment, accent lighting for landscape features, and support visual wayfinding. The lighting design intent is to improve safety, illuminate architecture and vegetation, and provide a system of lighting equipment/poles that are capable of integrating with security cameras, audiovisual systems, public Wi-Fi emitters, and permanent or temporary theatrical lighting systems for events.
  - Acoustics: Environmental impact noise studies of traffic noise from Memorial Boulevard to the new elevated Riverwalks and Waterplace Basin, and from the program of use and increased foot/multimodal traffic at the Riverwalks to nearby properties including small impromptu to large-scale events. Develop mitigations including use of vegetation, furniture, landscape and architecture elements and materials selection. Acoustical design of new architectural elements to support small impromptu events within the new architecture. Coordination with AV system design to control audio playback quality along the Riverwalks.
  - Public Realm Technology Design:
    - Experience Design: develop digital and physical experience touchpoints in the Riverwalk program to provide event information, dynamic wayfinding, and site-specific history and storytelling.
    - Audiovisual: design of 70 volt outdoor speaker systems, integration of loudspeakers in landscaping and light poles, and development of recommendations for electrical infrastructure for special performances.
    - IT: provide design of the passive network infrastructure to support site systems and operations. The passive infrastructure includes telecommunications rooms and enclosure fit-out, pathways, cabling and connecting hardware. The anticipated systems on site to be supported by the telecommunications infrastructure are WiFi (venue/city WiFi and third-party provider public WiFi), venue AV systems, and security systems. Coordination with service provider as well as other design teams is included.
  - 3D Visualization:
    - Assessment and Inventory: Consolidating 3D Models, BIM/CIS to serve for renderings.
    - Develop up to three (3) Renderings/Perspectives showing the planned improvements.
    - Electrical: Design electrical distribution to support lighting, IT, and audiovisual improvements.
- 3.7.1

Meetings

  - One (1) virtual 60% one-hour Construction Feasibility & Phasing Charette with the City (approximately 16 total person-hours)
  - One (1) virtual 60% one-hour Sustainability and Resiliency Workshop with the City (approximately 16 total person-hours)
- 3.7.2

Site Visits

  - One (1) site visit, attended by up to six (6) engineers and consultants (approximately 48 total person-hours)
- 3.7.3

Deliverables

  - One (1) 60% Construction Feasibility & Phasing Charette with the City

- One (1) 60% Sustainability and Resiliency Workshop with the City
- 60% design plan submission, including plans and outline specifications
- 60% Design Report
- Engineer's Estimate and Distribution of Quantities
- Life cycle and embodied carbon assessment and materials sustainability review
- Up to three (3) computer-generated renderings/perspective
- Cost estimation report

3.7.4 Assumptions

The following assumptions apply to this Task: I.a, I.b, I.c, I.d, I.f, II.c, II.d, III, IV.a, IV.b.1, IV.b.2, IV.b.3, IV.b.4, IV.b.5, IV.c, IV.d, IV.e, IV.f, IV.g, IV.h, IV.i.1, IV.k, IV.l, IV.m.

3.8 Task 8 – 90% Plan Set

We will advance the design to incorporate resolutions to comments and discussions on the 60% Plan Set, including:

- Update the Permitting Framework developed in Task 2 to reflect outcomes of the design development and stakeholder engagement activities.
- Perform a 90% funding and permit compliance review, led by our Permitting and Financial Planning discipline leaders, to identify potential strategies to align the design with regulatory requirements, align the design with potential construction grant eligibility requirements, and optimize the design to catalyze development.
- Hold a 90% Construction Feasibility & Phasing Charette, led by our Project Leadership and attended by relevant discipline leads and construction advisors and the City.
- Hold a 90% Sustainability and Resiliency Workshop, led by our Resilience + Nature discipline leader and attended by relevant discipline leads and the City.
- Hold a monthly internal Sustainability and Resiliency check-in meetings, led by our Resilience + Nature discipline leader and attended by relevant discipline leads.
- Coordinate with utility and partner agencies:
  - Coordinate communications with utility and partner agencies.
  - Prepare meeting agendas and materials, host and attend up to eight (8) virtual meetings with utilities and partner agencies, and prepare meeting minutes.

- Advance the 60% Plan Set to 90% level and detail and produce a Final Design Plan Submission, Construction Contract Book, distribution of quantities, and Engineer's Estimates, including:
  - Prepare traffic control plans for the temporary closures of portions of Memorial Boulevard for the block between Exchange Street and Francis Street for the proposed improvements in the right-of-way, including traffic detour signage and location of police details.
  - Prepare an Adaptive Management Plan for ecological and habitat features.
- Incorporate one (1) round of revisions into the final design documents and Construction Contract Book.
- Incorporate the 90% Design Plan Submission documents into regulatory agency coordination and permit applications to meet permitting application requirements. This scope of work consists of coordination with

authorities having jurisdiction and preparing applications and supporting documents for the following permits and approvals:

- Rhode Island Department of Transportation (RIDOT) Physical Alteration Permit (PAP) application, and up to three (3) meetings with RIDOT officials.
- United State Army Corps of Engineers (USACE) for impacts to the river, including preparation of a Pre-Construction Notification (PCN) under the Rhode Island General Permit for authorization under USACE Section 404.
- Coordination with United States Coast Guard (USCG) to obtain a Negative Determination for the proposed Waterplace Bridge, including a Bridge Project Initiation Request, and Navigational Impact Report.
- NOAA Fisheries consultation to support the NEPA permitting and the USACE PCN.
- Rhode Island Coastal Resources Management Council (CRMC) for compliance with the state's natural resources regulations, including an Application for Category B Assent (for structural shoreline protection and construction of Public Roads, Bridges, Parking Lots, Railroad Lines, Airports) for submission to the CRMC in accordance with the CRMC Coastal Resources Management Program (a.k.a. the Redbook) and the Metro Bay Special Area Management Plan (SAMP) and the Shoreline Change SAMP. We note that projects that receive an assent from CRMC are automatically authorized in accordance with Section I.D.3.c of the Construction General Permit for compliance with Rhode Island Pollutant Discharge Elimination System (RIPDES) regulations.
- Rhode Island Department of Environmental Management (RIDEM) for compliance with Section 401 of the federal Clean Water Act, including Application for Water Quality Certification for submission to RIDEM office of Water Resources.
- Narragansett Bay Commission (NBC) Stormwater Connection Permit documentation for review of the NBC "Permit Not Required" determination noting that all stormwater from the site will not discharge to the combined sewer overflow system.
- Providence Department of Public Works pre-application meeting with the City Engineers office, and coordination and submission of documents for review by DPW regarding stormwater drain revisions, roadway alignment revisions, traffic impacts, and proposed utility connections.
- Providence Historic District Commission application and supporting narratives for review of the proposed project, and attendance at a public meeting.
- Develop up to five (5) Renderings/Perspectives showing the planned improvements, including one (1) graphic showing before and after perspective renderings showing the proposed improvements, based on views to be reviewed and approved in writing by the City's project manager.

3.8.1 Meetings

- One (1) virtual one-hour 90% Construction Feasibility & Phasing Charette with the City (approximately 16 total person-hours)
- One (1) virtual one-hour 90% Sustainability and Resiliency Workshop with the City (approximately 16 total person-hours)
- Up to eight (8) one-hour virtual meetings with utilities and partner agencies (approximately 40 total person-hours)
- Up to three (3) one-hour virtual meetings with RIDOT officials (approximately 15 total person-hours)

- 3.8.2

- One (1) one-hour virtual Providence Department of Public Works pre-application meeting (approximately 30 total person-hours)

Site Visits

  - One (1) site visit, attended by up to six (6) engineers and consultants (approximately 48 total person-hours)
- 3.8.3

Deliverables

  - 90% Construction Feasibility & Phasing Charette with the City
  - 90% Sustainability and Resiliency Workshop with the City
  - Final Comprehensive Permitting Framework including a Permitting Forecast
  - One (1) Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format, including plans and construction specifications
  - Contract Book in both PDF and native file (Word) format
  - One (1) Revised Contract Book in both PDF and native file (Word) format
  - Meeting agendas for utility and partner agency coordination meetings
  - Meeting materials for utility and partner agency coordination meetings
  - Meeting notes for utility and partner agency coordination meetings
  - Permit applications
  - Proof of submission of permits
  - Up to five (5) draft and final before/after perspective renderings as high-resolution JPG files
  - Cost estimation report

3.8.4

Assumptions

The following assumptions apply to this Task: I.a, I.b, I.c, I.d, I.e, I.f, II.c, II.d, III, IV.a, IV.b.1, IV.b.2, IV.b.3, IV.b.4, IV.b.5, IV.c, IV.d, IV.e, IV.f, IV.g, IV.h, IV.i.1, IV.k, IV.m.

- 3.9

Task 9 – PS&E Design Services

We will progress the 90% Plan Set to incorporate resolutions to comments on the 90% Plan Set, including:

  - Advance the 90% documents to PS&E level and detail and produce a Final Design Plan Submission, Construction Contract Book, distribution of quantities, and Engineer’s Estimates.
  - Make edits to the Final Design Plan Submission, Contract Documents.
  - Provide project details to the construction scheduler. Conduct two (2) virtual meetings with the construction scheduler to provide coordination and assistance.
  - Prepare and assist with Permitting preparation and assistance.

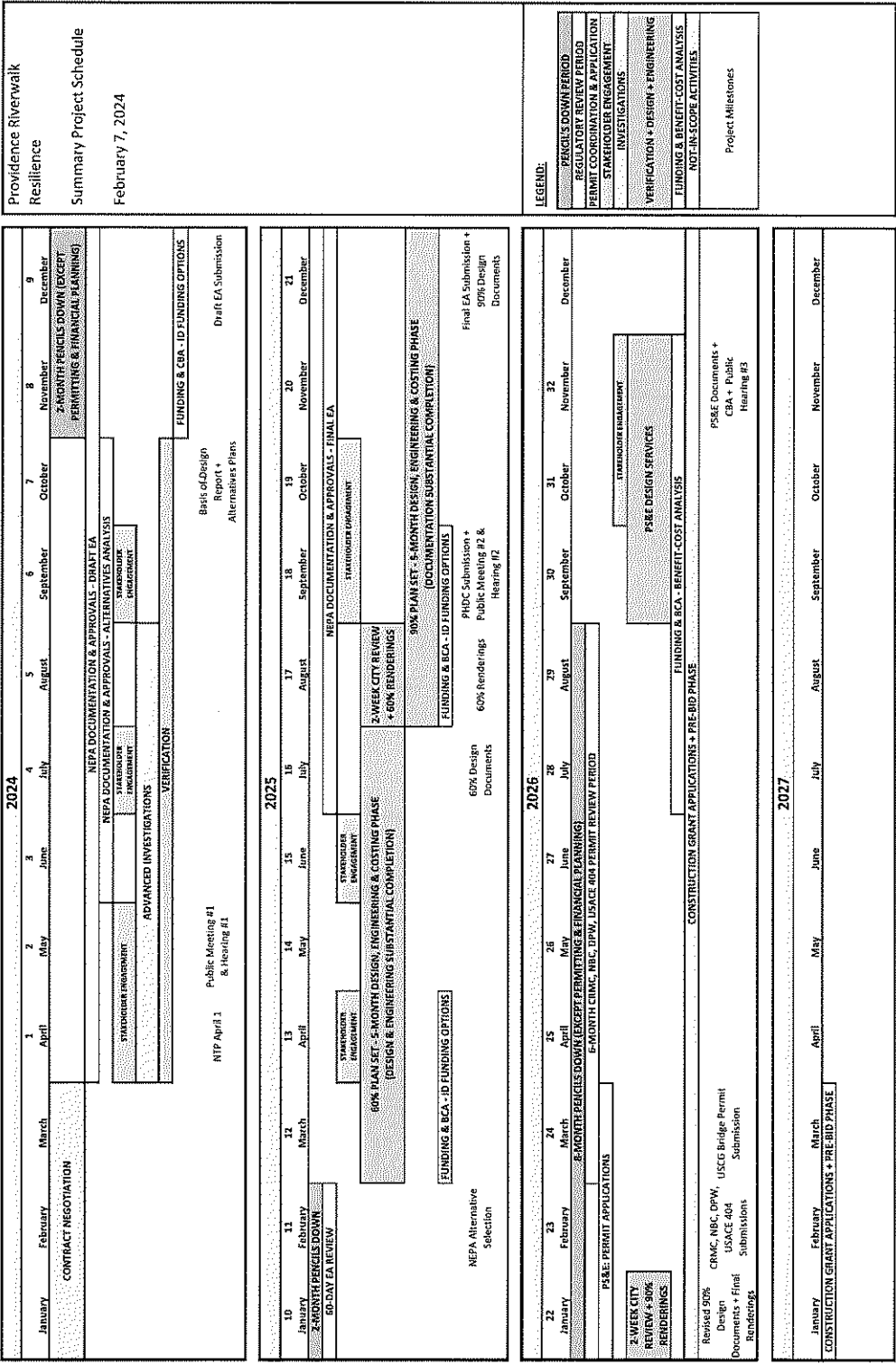
- 3.9.1

Meetings

  - Up to two (2) one-hour virtual meetings with the construction scheduler (approximately 20 total person-hours)

4. Schedule

We assume the project duration will be 32 months from the date of Notice to Proceed. A summary project schedule is provided below. Within 2-weeks of written instructions to proceed we will prepare a baseline work breakdown structure (WBS), detailed schedule of deliverables and design schedule for approval before commencing work.



Providence Riverwalk Resilience

Summary Project Schedule

February 7, 2024

LEGEND:

PERICLS DOWN PERIOD

REGULATORY REVIEW PERIOD

PERMIT COORDINATION & APPLICATION

STAKEHOLDER ENGAGEMENT

INVESTIGATIONS

VERIFICATION + DESIGN + ENGINEERING

FUNDING & BENEFIT-COST ANALYSIS

NOT-IN-SCOPE ACTIVITIES

Project Milestones



5. Project Fee

We propose to deliver the base scope of work described in this proposal for a fee not to exceed \$9,347,108. Our fees are net of any and all taxes. A summary of estimated fees by firm is provided below:

Arup	\$ 6,143,402.00
Stimson	\$ 956,468.00
Inform*	\$ 649,188.00
VHB	\$ 646,239.00
RMA*	\$ 332,079.00
NEI*	\$ 190,130.00
TOOLE Design	\$ 30,726.00
Design Civic*	\$ 100,079.00
Urban Idea Lab*	\$ 36,360.00
Miyakoda*	\$ 50,540.00
Interfluve	\$ 141,994.00
Skanska	\$ 34,968.00
Pax Brooklyn	\$ 34,935.00

*\*Indicates M/W/D/B/E firms. We estimate the total involvement of M/W/D/B/E firms to be approximately 15% of our fee.*

Fees will be invoiced monthly, unless otherwise requested by the City of Providence. All invoices are due for payment within 30 days of issue. If invoices remain unpaid after 45 days we reserve the right to stop work until all outstanding invoices are paid in full.

The proposed fee is based on the project description in this agreement. We reserve the right to re-negotiate our fee if the project's contracting arrangement, schedule, size, scope, complexity, packaging, phasing, construction budget or cost changes. In the event that the project is placed on hold for a period longer than two (2) months, we will require a mobilization fee upon the restart of the project.

A detailed summary of estimated hours and costs by Task is provided in the Work Breakdown Structure (WBS) in Appendix A.

In addition to our fee and expenses, we also recommend budgeting \$1,200,000.00 for project contingency based on the following breakdown per task:

- Task 2: Verification - \$207,000
- Task 3: NEPA Documentation & Approvals - \$200,000
- Task 4: Community & Stakeholder Engagement - \$15,000
- Task 5: Advanced Investigations - \$100,000
- Task 6: Funding and Benefit-Cost Analysis (BCA) - \$28,000
- Task 7: 60% Plan Set - \$400,000
- Task 8: 90% Plan Set - \$200,000
- Task 9: PS&E Design Services - \$50,000

City of Providence, Rhode Island  
March 25, 2024 | Arup US, Inc.

In addition to the above noted fee, out-of-pocket disbursements and expenses will be charged separately at cost. We recommend budgeting \$250,000.00 for reimbursable expenses. Reimbursable expenses will include the categories listed in the table below. Invoices for reimbursable expenses will be included with our monthly fee invoices, as applicable.

EXPENSE CATEGORY AND ESTIMATED BREAKDOWN OF COSTS	TOTAL ESTIMATED COST
<b>Printing, plotting and reproduction of documents</b>	<b>\$ 19,120.00</b>
Community outreach materials: \$3,500	
Renderings: \$800	
Permit application materials: \$12,000	
Printing of miscellaneous documents to support the work: \$2,820	
<b>Travel and subsistence expenses</b>	<b>\$ 15,480.00</b>
Site visits and public engagement meetings: \$15,480	
<b>Computer software license charges (none currently anticipated)</b>	<b>\$ -</b>
Telephone charges (none currently anticipated)	\$ -
<b>Shipping, postage, messenger service and overnight mail</b>	<b>\$ 16,800.00</b>
Permitting applications: \$12,000	
Delivery of miscellaneous documents to support the work: \$4,800	
<b>Purchase of maps or similar documents</b>	<b>\$ 4,000.00</b>
Survey research documents: \$1,000	
Permitting research documents: \$1,000	
Miscellaneous research documents: \$2,000	
<b>Cost of laboratory testing</b>	<b>\$ 18,033.00</b>
Lab Submissions of geoenvironmental field testing samples: \$18,033	
<b>Test pit and exploratory drilling subcontractor costs, including materials, equipment, and equipment operator costs</b>	<b>\$ 157,692.00</b>
Test Pit Investigation (Driller/Excavator/Mason): \$51,750	
Geoenvironmental Borings (Driller/Excavator/Mason): \$102,440	
Groundwater Sampling Equipment: \$506	
Enviro Site Investigation Job Supplies: \$345	
Photoionization Detector: \$1,265	
Soil Sampling Equipment: \$1,386	
<b>Surveying and traffic count miscellaneous costs, including materials and equipment rentals</b>	<b>\$ 12,000.00</b>
Surveying miscellaneous costs, including materials and equipment rentals: \$2,000	
Traffic count miscellaneous costs, including materials and equipment rentals: \$10,000	
<b>Public notice advertisements</b>	<b>\$ 6,875.00</b>
Geoenvironmental Field Investigations Notice of Release & Public Notice: \$2,875	
Permitting public notice advertisements: \$4,000	
<b>TOTALS:</b>	<b>\$ 250,000.00</b>

6. Terms and Conditions

Given our past masterplanning and design work on the City of Providence Unified Vision for Downtown Public Spaces, we would expect this contract to be an extension of the terms and conditions of that previous contract which was reviewed, commented and approved by the City and Arup, dated October 21, 2020, and included for reference in Appendix C.

This proposal remains valid for 90 days from date of issue.

7. Assumptions and Clarifications

We have assumed the following in the development of this Proposal. The table below is provided to assist with cross-referencing each assumption with the relevant Tasks.

Assumption ID	TASK 1 PM	TASK 2 VERIFICATION	TASK 3 APPROVALS	TASK 4 ENGAGEMENT	TASK 5 INVESTIGATIONS	TASK 6 BCA	TASK 7 60% SET	TASK 8 90% SET	TASK 9 PS&E
I									
a		•	•		•		•	•	
b	•	•	•	•	•	•	•	•	•
c		•	•	•	•	•	•	•	•
d	•	•	•	•	•	•	•	•	•
e		•	•				•	•	
f	•	•	•	•	•	•	•	•	•
II									
a	•								
b	•								
c		•				•	•	•	
d	•	•	•	•	•	•	•	•	•
III	•	•	•	•	•	•	•	•	•
IV									
a		•	•		•	•	•	•	•
b									
1		•	•				•	•	•
2		•	•				•	•	
3		•	•	•			•	•	•
4							•	•	•
5		•					•	•	
c		•	•		•		•	•	•
d		•		•			•	•	
e		•		•			•	•	•
f		•	•				•	•	•
g		•					•	•	•
h		•			•		•	•	•
i									
1		•	•				•	•	
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o					•				•

I. City of Providence Responsibilities:

- a. Coordinate access and permissions for site visits, if required.
- b. Perform outreach and routine coordination with project stakeholders, including applicable City departments, FHWA, NFWF and other project partners.
- c. Provide copies of available previous surveys, utility records, plans, reports, and relevant data pertaining to the site and surrounding areas.
- d. Review of deliverables:
  - 1. We are including 2-week review periods for deliverables for the City to perform reviews and provide comments. We assume the City will complete reviews of submitted deliverables and confirm acceptance of deliverables prior to the start of the subsequent phases of work.
  - 2. Upon completion of individual project Tasks, and Project Milestone deliverables indicated in the proposed schedule, the City will provide written confirmation that the work of that Task and/or deliverable has been accepted and approved as the basis for all further project development, prior to Arup commencing work on the subsequent tasks and deliverables.
  - 3. For each deliverable where comments are received from multiple City agencies or project stakeholders, we assume the City will provide consolidated and reconciled comments across agencies and remove contradictory comments.
- e. Provide payment for all permit application and filing fees. Note we assume these costs will be covered by the City and are therefore not included in our proposed fee or recommended budget for reimbursable expenses.
- f. Obtain legal counsel as necessary to support the project, including drafting of legal descriptions if necessary for inclusion in final survey plans.

II. Meetings and Project Schedule:

- a. We assume project progress meetings will be held virtually.
- b. Project progress meetings with the City will be held approximately every two weeks, except in the preparation of outreach activities or a specific deliverable.
- c. Our schedule assumes a 2-week review period of the following deliverables by the City:
  - 1. Update to Previous 30% Design Report.
  - 2. 60% Design Plan Submission and Updated 60% Design Report.
  - 3. Final Design Plan Submission and Estimates.
- d. Arup reserves the right to hold meetings virtually if deemed necessary by Arup in line with Arup's commitment to the health, safety, and welfare of our staff and clients.

III. Invoicing:

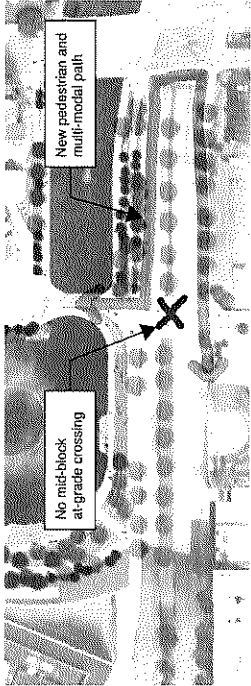
- a. Total hours indicated in the Work Breakdown Structure (WBS) by role/title are estimated and are intended to be indicative of the assumed level of effort and cost for each task and the overall project. Actual hours spent under each role may vary from those indicated in the Work Breakdown Structure.
- b. Invoicing will be based on actual hours spent based and the included annual billing rates set for each role/title, for each year of the contract.
- c. We assume that upon the City's acceptance of completion of work associated with individual project Tasks, unspent fees associated with that Task may be reallocated to the remaining Tasks.
- d. Rates indicated in Appendix B become effective on April 1<sup>st</sup> for each year indicated.

IV. Design, Engineering, Field Work, and Documentation:

- a. General:
  - 1. Design of any off-site improvements or mitigation strategies beyond the project limit-of-work is not required.
  - 2. Design of new freestanding buildings, such as bathrooms and utility or equipment rooms is not required. Equipment rooms will be provided in existing facilities or to be designed by others.
  - 3. The previously proposed ring structure and associated cantilevered post supports over the Waterplace Park Basin are not included in the scope of work.
  - 4. Modifying existing dock power and lighting systems and design of new power and lighting systems for docks is not required.
  - 5. Any wayfinding signage for the project areas (except for standard roadway signage) is not required, or will be completed by others.
  - 6. We will issue up to two (2) sets of documents in each of the design phases indicated in the project schedule section, unless otherwise noted herein.
  - 7. All our documents will be issued electronically in pdf format.
  - 8. Services associated with acquiring property or easements, and coordination and authorization of work on private property is not included, and will be performed by the City if required.
  - 9. No Riverwalk wall demolition is required, except as necessary for installation of new bridge structural elements.
  - 10. In-water work will be limited to new bridge structural elements, and floating structures such as floating docks.
  - 11. Construction will be completed in a single phase, and phased or early bid and permit package are not required.
  - 12. The intent is for the overall project to be procured using a Design-Bid-Build contract.

13. Alternative designs produced prior to the start of Task 7 - 60% Plan Set, including alternatives associated with NEPA documentation and approvals, will be prepared to up to a 10% level of detail. The design approaches to be explored in these alternatives will be agreed with City staff in coordination with NEPA during the project. For the purposes of this cost proposal, we assume our level of effort associated with developing the four alternatives included in our base scope of work will be similar to preparing documentation for the indicative alternatives described below:

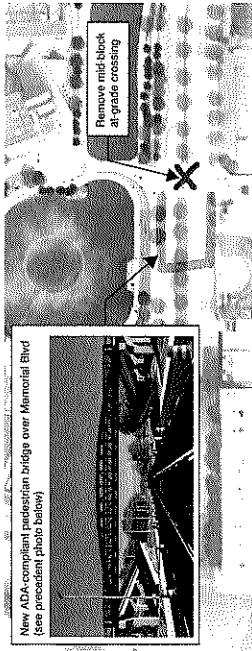
- i. Indicative Alternative #1: No-Action Baseline Alternative – No change from the existing conditions, except minor roadway and pedestrian walkway improvements to route pedestrian and multi-modal traffic from the existing Waterplace Bridge to the Exchange Street / Memorial Boulevard intersection, and from there to the existing stairs and/or a new pedestrian ramp to the Waterplace pedestrian tunnel, as indicated by the magenta line in the image below.



- ii. Indicative Alternative #2: Previous 30% Design

- iii. Indicative Alternative #3: Minimize Riverwalk Modifications – Eliminate portions of the elevated platforms above the existing Riverwalk surfaces proposed by the Previous 30% Design, and develop an alternative design for the reuse and/or rehabilitation of portions of the existing Riverwalk surfaces, such as the use of resilient materials and improvements to minimize damage during high tides and flood events, and incorporating ADA-compliant pedestrian transitions between low-lying Riverwalk areas and adjacent elevated areas.

- iv. Indicative Alternative #4: Memorial Boulevard Grade-Separated Pedestrian Crossing - Eliminate the mid-block crossing at Memorial Boulevard proposed by the Previous 30% Design, and develop an alternative design for an elevated ADA-compliant pedestrian bridge with switch-back ramps, as indicated by the magenta line and precedent photo in the image below.



- 14. Our base scope of work includes responding to minor comments received from authorities having jurisdiction and regulatory agencies through the permit applications and approvals processes. If extensive modifications to the permit applications or significant programmatic changes to the design arise as a result of comments from authorities having jurisdiction, regulatory agencies, or other project stakeholders, we will coordinate with the City to identify an approach to resolving the comments and prepare an amendment to cover associated additional costs.

- 15. Our work excludes asbestos/hazardous material identification and abatement.

- 16. Arip will be able to rely upon the accuracy and completeness of reports, drawings and files provided by the City and the City's consultants, and that all the necessary information will be provided to us by in a timely manner to allow us to meet the schedule for our work.

- 17. All field work and surveys will be performed between the hours of 8:00am and 4:30pm Monday through Friday.

- 18. Easement(s) for access through private properties to/from the project area will be negotiated directly by the City with property owners, and not create excessive delays on the project.

b. Resiliency and Sustainability

- 1. The 10-year storm surge event in 2050 (using 3.25' of sea level rise above Mean High Water level at the time of this proposal, as recommended by the Rhode Island Coastal Resources Management Council) will be used as the basis of design for the flood protection strategy.
- 2. The proposed design is not intended to support the preparation of a FEMA Letter of Map Revision (LOMR), to modify Flood Insurance Rate Maps (FIRMs) or Flood Boundary and Floodway Maps (FBFM), or to otherwise bring existing sites or structures into compliance with the requirements or guidelines of regulatory agencies or flood insurance providers.
- 3. Sustainability certification documentation, application, and administration is not included in the base scope of work, and can be provided as an additional service.
- 4. Results of modeling services described above are not actual predictions, but assumed performance based on best available design information.
- 5. Resiliency and sustainability workshops will all be virtually hosted, up to 3 hours each.

c. Bridges and Structures

- 1. We assume that structural modifications to the Exchange Street bridge are not required.
- 2. Where structures interface with existing conditions, it is assumed that our evaluation of the existing structural systems shall find that all of the existing foundations and superstructures shall be capable of supporting the loads for which they were designed (i.e. no substantial structural damage or deterioration has occurred within the existing building necessitating repair), except for the existing Riverwalk Connector pile caps. We assume the existing Riverwalk Connector pile caps will need to be supplemented with additional micropiles or similar structural systems to support the proposed pedestrian Riverwalk Connector structure. If deficient components are identified during construction, Arup will provide structural engineering services necessary to repair those elements as an Additional Service.
- 3. Design of new structural reinforcements, such as tie-backs, to increase the capacity of existing Riverwalk walls to support proposed improvements is assumed to not be required.
- 4. Design of temporary construction-phase shoring, dewatering, support of excavation systems are assumed to be not required.
- 5. Engineering and planning analyses to integrate future buildings with the proposed pedestrian connector between Memorial Boulevard and Exchange Street is assumed to not be required.

d. Experience Design

- 1. Development of web/mobile content for digital experience touchpoints is not included.
  - 2. Final production of historical content used in site storytelling is not included.
- e. Venue: We assume that the City will share information about the re-design of the performance stage at the Waterplace Park basin, led under the City Parks and Recreation separate workstream, and facilitate coordination with the other project.

f. Digital/IT: Negotiations with carriers/service providers are not included in this scope. Infrastructure coordination is included.

g. Lighting

- 1. We assume that a standardized language of architectural lighting fixtures will be used throughout the project for consistency.
- 2. We assume that any specialty lighting installations for applications beyond architectural lighting (such as projection mapping, or production entertainment lighting for events/shows) would be separate and excluded from the architectural lighting design scope.

h. Electrical: Any existing conditions assessments/verifications requiring a licensed electrician will be provided by others, if required.

i. Traffic Engineering:

- 1. Temporary Traffic Control Plans are assumed to not be required prior to the PS&E Submission.
- 2. Limits for the traffic capacity analysis are defined as:
  - i. Memorial Boulevard from Francis Street to Exchange Street.
  - ii. Exchange Terrace from Francis Street to Exchange Street.
  - iii. Francis Street from Memorial Boulevard to Exchange Terrace.
  - iv. Exchange Street from Memorial Boulevard to Exchange Terrace.

3. Traffic data collection will consist of observations of operations during peak periods for pedestrian activity, observations of midblock crossing on Memorial Boulevard between Francis Street and Water Park Place, and up to eight (8) new peak hour Turning Movement Counts (TMCs) at the following locations:

- i. Memorial Boulevard at Francis Street.
- ii. Memorial Boulevard at Exchange Street.
- iii. Exchange Terrace/Sabin Street at Francis Street/Fountain Street/Dorrance.
- iv. Street (counted as 2 intersections).
- v. Exchange Terrace at Midblock Pedestrian Crossing.
- vi. Exchange Terrace at Exchange Street.
- vii. Pedestrian Tunnel between the south side of Memorial Boulevard and Water.
- viii. Place Park.

4. Automatic traffic recorder (ATR) counts will be performed for 48 hours on Memorial Boulevard and up to two (2) additional locations to be determined. If additional TMCs or ATR counts are required, they will be added by Supplemental Agreement.

5. Existing and future traffic volume networks, including the redistribution of traffic projected for up to two (2) alternative roadway concepts will be provided, based on data collected. We assume one of the alternative roadway concepts will include a midblock pedestrian crossing, and the other will utilize existing intersection control and pedestrian accommodations.

j. Geotechnical and Environmental:

- 1. Bridge vibration and bridge inspection and maintenance reports are assumed to not be required.
- 2. Sediment characterizations will define physical properties of the sediment and bed material.
- 3. River/site conditions (e.g., water levels) will be conducive to soil sampling and survey.
- 4. Additional field investigations, including borings, cone penetration tests, pile load tests, and test pits, beyond the number and type identified herein are not included.

k. Permitting:

- 1. We assume the proposed project is not likely to result in significant direct, indirect or cumulative impacts and that an Environmental Impact Statement is not required for the NEPA permit.
- 2. We anticipate that the Federal Highway Association will be the Lead Federal Agency for the purposes of implementing NEPA, including for Section 106 and Section 4(f).
- 3. For authorization under USACE Section 404, we assume that the project may be authorized under the Rhode Island General Permit as a Pre-Construction Notification (PCN) in accordance with General Permit 2: Repair or Maintenance of Existing Currently Serviceable, Authorized, or Grandfathered Structures & Fills, and Removal of Structures.
- 4. USACE Individual Permit (IP) and USACE Section 408 authorization is assumed to not be required.

5. We assume a United States Coast Guard (USCG) Bridge Permit application\ is not required, and that the USCG will provide a Negative Determination for the Waterplace Bridge. A USCG Bridge Permit can be provided as an additional service if required. We note that all other federal environmental permits/authorizations/consistency determinations must be obtained before a USCG Bridge Permit will be issued.

6. This fee proposal is based on assumed regulatory agency review periods as identified in our Summary Project Schedule. Should these review periods extend beyond these assumed durations, we will coordinate with the City to adjust the project scope and schedule.

7. We assume the project area is too disturbed to be considered archaeologically sensitive. Archaeological investigations are assumed to not be required.

8. We assume the project is outside the limits of local historic districts and an independent design review by the PHDC will not be required, beyond PHDC's role as an as-right consulting party in the Section 106 process for NEPA.

9. We assume FHWA will determine the project meets the applicability criteria of the Section 4(f) Evaluation and Approval for Transportation Projects That Have a Net Benefit to a Section 4(f) Property; that officials with jurisdiction over Section 4(f) properties are supportive of the project and will agree in writing with the project's assessments and proposed measures relevant to Section 4(f), that an individual Section 4(f) Evaluation will not be required; that FHWA Legal Sufficiency review will not be required; and that a Section 106 "adverse effect" finding will not be made.

10. We assume that no meaningful Mobile Source Air Toxics (MSAT) effects are expected and no MSAT analysis is required.

11. A summary of permits and approvals assumed to be required for the project is listed herein, and was used as the basis of this proposal. We propose to verify these assumptions early in the project schedule through coordination with authorities having jurisdiction, project partners, and stakeholders as part of our Verifications. At the conclusion of this Verification work, we will propose project scope and/or schedule refinements if necessary based on the findings of these permitting coordination efforts. Throughout the project, if review and coordination periods with authorities having jurisdiction for permits and approvals extend beyond those indicated in the proposed project schedule, we will propose project scope and/or schedule refinements if necessary.

12. Based on our team's experience in obtaining permits and approvals, we have found that initial meetings with regulatory agencies and considerable follow-up are required to respond to specific comments and concerns raised during the design and approval process. We are including, for budgeting purposes, an initial allocation of up to 300 hours for this task for meetings with the following agencies:

- City of Providence Department of Public Works
- Narragansett Bay Commission
- Rhode Island Department of Transportation
- Rhode Island Department of Environmental Management
- Rhode Island Coastal Resource Management Council
- Providence Historic District Commission
- United States Army Corp of Engineers
- United States Coast Guard
- NOAA Fisheries
- National Fish and Wildlife Foundation

An estimated breakdown of the associated person-hours is provided in the table below.

Firm	Staff Role/Title	Total Estimated Hours
Arup	Associate	10
	Senior Engineer/Consultant II	20
VHB	Principal	36
	Project Manager	36
	Senior Environmental Planner	132
	Environmental Planner	66

l. 3D Visualizations: Our proposal assumes the production of three (3) Daytime, two (2) Nighttime, and one (1) final before/after perspective graphic illustration renderings. Additional renderings can be produced by Arup for additional fee if necessary.

m. Cost and Schedule Estimating:

1. We will develop cost estimates and schedules for a single design strategy to the level of details included on the drawings produced for the 60% Plan Set, 90% Plan Set, and PS&E Plan Set. The estimates will be developed following best practices as defined by the Association for the Advancement of Cost Engineering (AACE) with respective accuracy ranges. The estimate will be based on our internal database of construction costs, similar projects, and with market outreach as needed.

2. We assume the Engineer's Estimates and distribution of quantities prepared during Task 9 PS&E Design Services will be limited to updating the estimates and quantities developed in the previous phases of work to reflect modifications to the design associated incorporating City, stakeholder, and regulatory agency comments received prior to the start of Task 9. Additional cost and schedule analyses and revisions to the Engineer's Estimate and quantities to incorporate new comments received from the City or the City's construction scheduler after the start of Task 9 is assumed to not be required.

n. Financial Planning:

1. We assume the Cost-Benefit Analysis will be performed following completion of the 90% Plan Set.

2. We assume an Economic Impact Analysis is not required.

3. We assume a financial analysis is not required.

4. We assume identifying construction financing opportunities, beyond identification of potential grant opportunities, is not required.

o. Survey:

1. Services associated with property disputes, litigation, arbitration, deed or property errors caused by past recording errors, encroachments, non-conforming structures, adverse possession, or takings or similar issues is assumed to not be required.

2. Recording survey plans in land evidence is assumed to be by others, if required.

8. Additional Services

Additional services beyond our base scope of services requested by the City of Providence can be provided on a cost + fixed fee basis at the billing rates indicated in Appendix B, or on a mutually agreeable basis.

In addition to the base scope of services described above, we can provide the following additional/specialist engineering services upon request.

- Preparation of multiple bid and/or construction documents for procurement methods other than design-bid-build, including fast-track construction, early bid, out-of-sequence services, or multiple prime contractors.
- Value engineering and redesign to reduce project costs, beyond the deliverables indicated herein.
- Revisions to drawings, specifications, models, or other documents (“Deliverables”) arising from unanticipated field conditions, uncovered existing conditions after completion of the design phases, directions from the City that are untimely or inconsistent with prior approvals (including those necessitated because of revisions to the Project program or budget), changes or revisions to applicable laws, codes or the like enacted after the completion of the Deliverables.
- Documentation of alternate designs after submission of the draft NEPA submission.
- 3D/BIM documentation beyond that described in this proposal.
- Work associated with exhibit design.
- Evaluation of contractor proposals, changes, defective work or substitutions.
- Design of mock-ups and/or prototypes.
- Bid phase services.
- Construction administration services.
- Meetings, workshops, and stakeholder engagement beyond the number indicated in this proposal.
- Utilization of Arup’s virtual interactive environment Arup Virtual Engage to host outreach and engagement initiatives. More information about Arup Virtual Engage is available at <https://www.arup.com/expertise/services/digital/virtual-engage>.
- In-Water Riverine Ecology and Hydrology Studies and Habitat Design:
  - Supplemental bathymetric survey to define the submerged river channel geometry to incorporate into a hydraulic model with Depth of Refusal (DOR) probes to assess the sediment depths in the vicinity of the project that may be impacted during construction of proposed habitat features.
  - Sediment samples, lab analyses, and assessments to determine physical characteristics of sediment or channel bed material, including suitability of reused or imported soil for aquatic and riparian habitat establishment, short-term and long-term stability of exposed or imported soils for restoration and maintenance.
  - Design of in-water riverine habitat improvements.
  - Design and engineering associated with floating in-stream habitat designs, such as floating wetlands.
- Design of new freestanding buildings, such as bathrooms and utility rooms.
- Sustainability certification administration services for Envision, WEDG, LEED, or other sustainability certifications that the project may decide to pursue.

- Videographer services, including development of project videos.
- Development of animated sequences from the visualization model.
- Traffic:
  - Development of collision diagrams.
  - Development of conceptual intersection / signal design and graphics for public presentations depicting operations.
- Development of designs and strategies to avoid, minimize, or mitigate adverse effects of the project on historic and cultural resources, if RIHPHC makes a determination of adverse effects.
- Microclimate assessments.
- Utilize Arup’s MassMotion 3D pedestrian and crowd simulation software to perform technical analysis of people’s movement through the physical spaces of the site, enabling our planners and engineers to test proposed designs, population levels, and operational overlays from a human perspective. Additional information about MassMotion is available at <https://www.arup.com/services/digital/massmotion>
- Demonstration(s) of the acoustic environment through a calibrated 3D immersive listening experience in the Arup SoundLab, except where specifically noted in the scope of work
- Community Engagement:
  - Supplemental Community Participation Opportunities: Consistent with Arup’s ambition for integrating community participation, and in keeping with USDOT’s Promising Practices for Meaningful Public Involvement in Transportation Decision Making and the City’s Climate Justice Plan, we can provide additional engagement services beyond those identified in our base scope of services, to be defined with the City of Providence as part of the Community Participation Plan. Engagement strategies might include: site visits, stakeholder interviews, interactive display, site kiosk, open house, focus groups, public information materials, or others as applicable to meet the project goals.
- Website: Maintain and update a project website, such as to post recordings of community meetings, design updates, renderings and simulations, and other communications prepared for the project.
- Survey: Monument staking.
- Audiovisual and theatrical system design for events in addition to the accommodations already planned at the Riverwalks.

9. Agreement

If you are in agreement with our proposal, please sign below and return a copy to us as our authorization to proceed.  
Agreed and accepted by City of Providence:

Signature	Name [Block Capitals]	Date
-----------	-----------------------	------

Thank you for your consideration.

Yours sincerely



Alban Bassuet  
Associate Principal



Derek Anderson  
Associate



Appendix A – Work Breakdown Structure





Appendix B – Billing Rates

Our billing rates are provided on the following pages for reference. Rates are active on April 1<sup>st</sup> of each year indicated.

Arup		VHB			
		Project Role	2024	2025	2026
Stimson	Principal	Principal	\$ 482.00	\$ 507.00	\$ 533.00
	Associate Principal	Project Manager	\$ 345.00	\$ 363.00	\$ 382.00
	Associate	Senior Natural Scientist/Permit Task Leader	\$ 265.00	\$ 279.00	\$ 293.00
	Senior Engineer/Consultant II	Senior Air Quality Engineer	\$ 221.00	\$ 233.00	\$ 245.00
	Senior Engineer/Consultant I	Senior Environmental Planner	\$ 186.00	\$ 196.00	\$ 206.00
	Engineer/Consultant II	Senior Highway Engineer	\$ 166.00	\$ 175.00	\$ 184.00
	Engineer/Consultant I	Senior Ecologist	\$ 145.00	\$ 153.00	\$ 161.00
	Graduate Engineer/Consultant	Senior Traffic Operations Engineer	\$ 131.00	\$ 138.00	\$ 145.00
	Intern	Senior Project Designer	\$ 104.00	\$ 110.00	\$ 116.00
		Senior Structural Engineer			
Inform	Principal	Senior Preservation Planner	\$ 170.00	\$ 190.00	\$ 200.00
	Director	Senior Environmental Scientist	\$ 150.00	\$ 165.00	\$ 180.00
	Project Manager	Project Accountant	\$ 140.00	\$ 150.00	\$ 160.00
	Project Designer	Traffic Engineer/Project Engineer	\$ 160.00	\$ 170.00	\$ 180.00
Inform	Principal	Air Quality Engineer	\$ 160.00	\$ 170.00	\$ 180.00
	Architectural Director	Environmental Planner	\$ 140.00	\$ 150.00	\$ 160.00
	Project Architect	Structural Engineer	\$ 130.00	\$ 140.00	\$ 150.00
	Project Manager	Traffic Operations Engineer	\$ 130.00	\$ 140.00	\$ 150.00
	Project Leader	Preservation Planner	\$ 120.00	\$ 130.00	\$ 140.00
	Architectural Designer II	Transportation Engineer/Designer	\$ 100.00	\$ 110.00	\$ 120.00
	Architectural Designer I	Environmental Scientist	\$ 80.00	\$ 95.00	\$ 110.00
	Administrative	Admin Staff	\$ 70.00	\$ 85.00	\$ 100.00

TOOLE Design

	Project Role	2024	2025	2026
	Project Manager/Engineering Lead III	\$ 270.00	\$ 292.00	\$ 315.00
	Senior Engineer	\$ 210.00	\$ 227.00	\$ 245.00
	Project Engineer II	\$ 182.00	\$ 197.00	\$ 212.00

Urban Idea Lab

	Project Role	2024	2025	2026
	Senior Architect	\$ 200.88	\$ 206.91	\$ 213.11
	Senior Urban Design / Senior Architect	\$ 156.24	\$ 160.93	\$ 165.75
	Senior Urban Design	\$ 145.08	\$ 149.43	\$ 153.92
	Senior Urban Design / Architect	\$ 145.08	\$ 149.43	\$ 153.92

RMA

	Project Role	2024	2025	2026
	Planner/Scientist/ Level 1 Technical Staff	\$ 80.00	\$ 85.00	\$ 90.20
	Resident Geotech Staff Engineer	\$ 120.00	\$ 127.40	\$ 135.30
	Project/Managing Engineer	\$ 175.00	\$ 185.80	\$ 197.30
	CAD Operator	\$ 80.00	\$ 85.00	\$ 90.20
	Senior CAD Operator/Designer	\$ 100.00	\$ 106.20	\$ 112.70
	Principal Planner/Scientist	\$ 130.00	\$ 138.00	\$ 146.56
	Principal (PE)	\$ 175.00	\$ 185.80	\$ 197.30
	Project Support /Office Personnel	\$ 80.00	\$ 85.00	\$ 90.20

Interfluve

	Project Role	2024	2025	2026
	Principal	\$ 462.00	\$ 485.00	\$ 509.00
	Technical Principal	\$ 226.00	\$ 237.00	\$ 249.00
	PM	\$ 183.00	\$ 193.00	\$ 202.00
	Senior Staff	\$ 183.00	\$ 193.00	\$ 202.00
	Staff	\$ 132.00	\$ 138.00	\$ 145.00
	CADD	\$ 136.00	\$ 143.00	\$ 150.00
	Admin. Support	\$ 125.00	\$ 131.00	\$ 138.00

Miyakoda

	Project Role	2024	2025	2026
	Value Engineering / Value Management	\$ 275.00	\$ 300.00	\$ 300.00
	Lead Estimator - Architectural/Structural	\$ 225.00	\$ 250.00	\$ 250.00
	Senior Estimator - Architectural/Structural	\$ 225.00	\$ 250.00	\$ 250.00
	Civil Estimator	\$ 225.00	\$ 250.00	\$ 250.00
	Sitework Estimator	\$ 225.00	\$ 250.00	\$ 250.00
	Mechanical Estimator	\$ 225.00	\$ 250.00	\$ 250.00
	Electrical Estimator	\$ 225.00	\$ 250.00	\$ 250.00
	Administration Support	\$ 175.00	\$ 190.00	\$ 190.00

Design Civic

	Project Role	2024	2025	2026
	Principal	\$ 225.00	\$ 235.00	\$ 245.00
	Project Manager	\$ 125.00	\$ 131.00	\$ 137.00
	Architectural Designer	\$ 75.00	\$ 78.00	\$ 82.00

NEI

	Project Role	2024	2025	2026
	Engineering			
	Technician	\$ 125.00	\$ 132.00	\$ 139.00
	Jr. Engineer	\$ 145.00	\$ 153.00	\$ 161.00
	Mid-level Engineer/Tech	\$ 185.00	\$ 195.00	\$ 205.00
	Sr. Staff	\$ 200.00	\$ 210.00	\$ 221.00
	Principal	\$ 250.00	\$ 263.00	\$ 277.00
	Survey Crew			
	Office	\$ 225.00	\$ 237.00	\$ 249.00
	PLS	\$ 225.00	\$ 237.00	\$ 249.00
	One Person Crew (Standard)	\$ 175 - \$225	\$ 184 - \$237	\$ 194 - \$249
	Two Person Crew	\$ 275.00	\$ 289.00	\$ 304.00
	Environmental			
	PWS, Wetlands, Soil Scientist, GIS	\$ 185.00	\$ 195.00	\$ 205.00
	Admin	\$ 75.00	\$ 79.00	\$ 83.00

Pax Brooklyn

	Project Role	2024	2025	2026
	Artistic Director	\$ 317.50	\$ 317.50	\$ 317.50
	Project Manager	\$ 205.50	\$ 205.50	\$ 205.50
	Senior 3D Artist	\$ 121.50	\$ 121.50	\$ 121.50
	Junior 3D Artist	\$ 93.50	\$ 93.50	\$ 93.50

Skanska

	Project Role	2024	2025	2026
	Project Manager	\$ 278.00	\$ 292.00	\$ 306.00
	Estimator	\$ 451.00	\$ 476.00	\$ 496.00
	Project Executive/Vice President	\$ 465.00	\$ 490.00	\$ 514.00

# Appendix C – Reference Contract

October 21, 2020 City of Providence Unified Vision for Downtown Public Spaces terms and conditions are provided on the following pages for reference.

# AIA® Document C103® - 2015

## Standard Form of Agreement Between Owner and Consultant

AGREEMENT made as of the 21st day of October in the year 2020

BETWEEN the Owner:  
(Name, legal status, address, and other information)

City of Providence Department of Planning and Development  
444 Westminster Street  
Providence, RI 02903

and the Consultant:  
(Name, legal status, address, and other information)

Arup USA, Inc.  
60 State Street  
Boston, MA 02109

Consultant's discipline:

See Consultant's Scope of Work attached hereto as Exhibit A

for the following Project:

City of Providence Unified Vision for Downtown Public Spaces  
Providence, Rhode Island  
See Exhibit A (Scope of Work) and Exhibit B (Project Elements) for more detailed  
descriptions of the project and its location.

The Owner and Consultant agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

*(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)*

See Consultant's Scope of Work attached hereto as Exhibit A.

See also Project Elements attached hereto as Exhibit B.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- 1 Design phase milestones, if any:

Start of work November 2<sup>nd</sup>, 2020  
Completion of 30% Design: May 2<sup>nd</sup>, 2021

- 2 Date for commencement of construction:

Spring 2022

- 3 Substantial Completion date:

X X

- 4 Other milestone dates:

X X



§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

*(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)*

See Consultant's Scope of Work attached hereto as Exhibit A and Project Elements attached hereto as Exhibit B.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

*(List name, address, and other information.)*

Brian Swett, Project Director, 60 State Street, Boston, MA 02109  
Alban Bassuet, Project Manager, 60 State Street Boston, MA 02109

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services. Observation or review of services performed by Consultant pursuant to this Agreement are performed solely for the purpose of attempting to determine general conformity of the work performed by others with the design intent of the contract plans and specifications. The Consultant shall not have control over, be in charge of, or be responsible for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any construction work performed pursuant to Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 Umbrella (Excess) Liability Insurance with limits of not less than \$5,000,000 to be excess of the applicable provisions noted in 2.7.1 and 2.7.2. Such occurrence shall be at least as broad as the primary coverages noted in 2.7.1 and 2.7.2 with any excess umbrella layers written on a strict following form basis over the primary umbrella. All such policies shall be endorsed to provide defense coverage obligations.

§ 2.7.4 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.5 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than five hundred thousand dollars (\$500,000.00).

§ 2.7.6 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

§ 2.7.7 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.8 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.  
(Check one or both selections below.)

[ ] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)
Budget and Monthly Progress Reports	Ongoing, no later than the 21 <sup>st</sup> of each month throughout the project
Regular staff coordination meetings, associated meeting materials, and meeting summary notes	Ongoing, no later than the 21 <sup>st</sup> of each month throughout the project
Monthly MBE/WBE reports	Ongoing, no later than the 21 <sup>st</sup> of each month throughout the project
Public meetings, associated meeting materials, and meeting summary notes	November 2020-February 2021 (90 days)
Stakeholder meetings, associated meeting materials, and meeting summary notes	November 2020-February 2021 (90 days)
Site visit and site visit summary	November 2020-February 2021 (90 days)
Survey	November 2020-February 2021 (90 days)
Testing, verification plans, and testing/verification report	November 2020-February 2021 (90 days)

ADA evaluation report	November 2020-February 2021 (90 days)
Permitting and Historical investigation report	November 2020-February 2021 (90 days)
Environmental coordination and permitting investigation report	November 2020-February 2021 (90 days)
Utilities analysis plans and report	November 2020-February 2021 (90 days)
Base maps	November 2020-February 2021 (90 days)
Joint agency meetings	November 2020-February 2021 (90 days)
Conceptual design plans and alternatives analysis	November 2020-February 2021 (90 days)
Conceptual cost estimates, budgeting, and phasing report	November 2020-February 2021 (90 days)
Before/after renderings	November 2020-February 2021 (90 days)
City presentation	November 2020-February 2021 (90 days)
Historical documentation report	November 2020-February 2021 (90 days)
Permitting forecast/report	November 2020-February 2021 (90 days)
Preferred alternative site investigation report	February -May 2021 (90 days)
Master Site Plan	February -May 2021 (90 days)
Preliminary engineering plan set	February -May 2021 (90 days)
Preliminary cost estimates, budgeting, and phasing report	February -May 2021 (90 days)
Before/after renderings	February -May 2021 (90 days)
Utilities coordination report	February -May 2021 (90 days)

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. Additional Services include services performed by the Consultant to modify and/or revise any designs, specifications, or reports, and/or services resulting from delay or disruption, unless caused by the Consultant's sole negligence. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Bonnie Nickerson  
Director of Planning and Development  
City of Providence Department of Planning and Development  
444 Westminster Street, Providence RI

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. However, if Consultant is delayed or disrupted in performing its services or its ability to meet the schedule is adversely affected by the actions of the Owner, or for any reasons beyond the Consultant's control (including without limitation a Force Majeure Event), then: (1) Consultant's liability for missing any schedule dates shall be reduced to the extent

the delay is caused by the actions or failure to act of others or for reasons beyond Consultant's control, (2) the time for performance of Consultant's services shall be equitably adjusted, and (3) Consultant shall be compensated for any additional resources employed as an Additional Service.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

#### ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, reports, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Provided Consultant is fully compensated for its services and expenses on the Project, the Instruments of Service shall be made available to be used for construction of the Project and for operation, modification and maintenance of the Project following its completion on the following basis: a. Owner shall own all final deliverables in tangible form and b. Consultant shall retain ownership of all common law, statutory, and other reserved rights, including copyrights, in such deliverables and the Instruments of Service. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant, the subconsultants, or the Owner.

§ 5.4 In the event the Owner uses the Instruments of Service for any purpose beyond the Project or promotion thereof, the Owner releases the Consultant and Consultant's subconsultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service as outlined in this Section. The terms of this Section 5.4 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

#### § 5.4.1 NOT USED.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

### § 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the Uniform Arbitration Act (RIGL 10-3-1) in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☒ [X] Arbitration pursuant to Section 6.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

« »

### § 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by,

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User Notes: (17) 9289932

mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

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User Notes:

§ 7.6 In the event of termination not the fault of the Consultant, including, but not limited to, a Project cancellation due to funding limitations, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses for work performed prior to termination.

§ 7.7 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

#### ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:  
(Insert amount of, or basis for, compensation)

The Owner shall compensate the Consultant a lump sum fee of \$1,599,767 proportional to the level of effort towards completion of the scope of work.

Invoices will be sent no more than monthly.  
Payments shall only be made for work completed as of the date of each invoice.

Invoices must be emailed to Jessica Pflaumer at [jpflaumer@providenceri.gov](mailto:jpflaumer@providenceri.gov) no later than the 21<sup>st</sup> day of the month in order to be processed.

Invoices shall be reviewed by the City of Providence for correctness prior to acceptance.

Invoices shall not be accepted without proper completion and submittal of all backup documentation for any and all costs sought for payment by the Consultant.

Invoices shall not be accepted without proper completion and submittal of the following:

- a) **Budget and Monthly Progress Reports:** Monitor the rate of progress on the Project and acceptable fulfillment of work. Prepare and submit an anticipated budget for each task and subtask as well Monthly Progress Reports to the City. Monthly Progress Reports shall outline total work-hours and costs expended per task and subtask, and a statement as to whether or not sufficient work-hours remain to complete the effort as proposed. Payment invoices shall be processed only if the required Monthly Progress Reports are current.
- b) **Regular Staff Coordination Meetings, Associated Meeting Materials and Meeting Summary Notes:** Attend regular (bi-weekly) meetings and/or conference calls with City staff, to discuss findings and critical issues and review project status. The Consultant shall provide meeting agendas and minutes.
- c) **Monthly MBE/WBE Reports:** Monthly monitoring and reporting of City MBE and WBE requirements must accompany all invoices. The City shall supply the Consultant with forms required to be completed by the Consultant and submitted with each invoice.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:  
(Insert amount of, or basis for, compensation.)

See Consultant's Scope of Work attached hereto as Exhibit A.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within forty-five (45) days following presentation of the Consultant's invoice. Failure of the Owner to make payment within sixty (60) days following presentation of the Consultant's invoice and in accordance with this Agreement shall be considered a material breach and grounds for the Consultant to suspend or terminate without further liability. The Consultant shall be entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder.  
(Insert rate of monthly or annual interest agreed upon.)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

#### § 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as outlined in the Scope of Work (Exhibit A).

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

N/A

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### § 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

### ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.



§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

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

#### ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Notwithstanding any other term to the contrary and to the fullest extent permitted by law, Owner and Consultant each agree to waive any rights to consequential, indirect, and special damages and agree that the total liability of Consultant under or in connection with this Agreement, the Project, and the Services to Owner and anyone claiming by, through, or under the Owner, whether in contract, tort, negligence, breach, or otherwise shall not exceed the lesser of the total compensation received by Consultant hereunder or the required level of professional liability insurance up to the amount specified herein at Article 2.7 and available at the time of judgment. In addition to providing professional credit to the Consultant in its promotional materials, the Owner shall endeavor to provide professional credit to the Consultant in all media and other publications related to the Project at all times, notwithstanding any project cancellation. Further, the Owner acknowledges Consultant's right to include photographic or artistic representations of the design of the Project among its promotional and educational materials including Consultant's website or elsewhere.

Neither the Owner nor the Consultant shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by a Force Majeure Event, which shall mean an event or circumstance which is (a) beyond a Party's reasonable control, (b) the affected Party could not have reasonably avoided or overcome, and (c) which is not substantially attributable to the other Party. Force Majeure Events may include, without limitation, war, invasion, act of terror, strike (but not strikes or disputes unique to a Party), riot or other public disorder, intervening Act of God, natural disaster, hurricane force winds, tornadoes, disease outbreak, epidemic or pandemic, or other declaration of public health emergency, or quarantine restriction.

Cost estimates generated or modified by Consultant are to be a "Consultant's Estimate" and represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that Consultant does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from any the Consultant's cost estimates or evaluations prepared or agreed to by Consultant and Consultant shall not be responsible for any under estimation of Project costs.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

- 3 Scope of Services Exhibit(s) listed in section 2.1
- 4 Other documents:  
(List other documents hereby incorporated into the Agreement.)

Consultant's Scope of Work attached hereto as Exhibit A.  
Project Elements attached hereto as Exhibit B.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mayor Jorge O. Elorza  
(Printed name and title)

Date:

10/21/20

Approved as to form and correctness:

Date: 10/21/2020  
716994

CONSULTANT (Signature)

Brian Swett  
(Printed name and title)

Date:

10/23/2020