

# RESOLUTION OF THE CITY COUNCIL

No. 278

Approved July 18, 2016

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 of the Code of Ordinances.

D'Amico Consulting  
(Law Department)

\$6,000.00

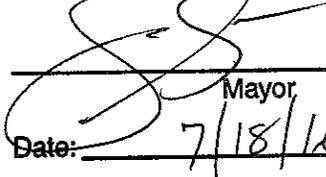
IN CITY COUNCIL

JUL 07 2016

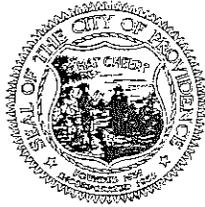
READ AND PASSED

  
\_\_\_\_\_  
PRES.  
  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor  
Date: 7/18/16

**MATTHEW M. CLARKIN, JR.**  
INTERNAL AUDITOR  
25 DORRANCE STREET, ROOM #307  
PROVIDENCE, RI 02903  
Phone: (401) 421-7740 EXT. 577  
Fax: (401) 351-1056  
mclarkin@providenceri.com



**City of Providence, Rhode Island**  
**Office of the Internal Auditor**

March 17, 2016

Ms. Lori Hagen  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Lori:

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

- *Information Technology* – Approval of a request to pay Precision Power LLC - a sole source vendor – to design additional network connections throughout office at 444 Westminster Street at an amount of \$7,850.
- *Police Department* – Approval of a request to pay Cop Logic Inc – a sole source vendor – to provide an online resource for the members of the public seeking to report and document an incident.
- *Public Works* – Approval of a request to purchase 20 multi-space parking machines at a total annual cost of \$53,280 from CALE America, Inc., a sole source vendor.
- *Law Department* – Approval of month-to-month contract at a monthly fee of \$6,000 through June 2016 to D'Amico Consulting of Providence, RI.

Sincerely,

A handwritten signature in black ink that reads "Matthew M. Clarkin, Jr.".

Matthew M. Clarkin, Jr.  
Internal Auditor

Cc:

James Lombardi, City Treasurer/ Sr. Advisor to City Council  
Russell Knight, Director of Public Works  
Elaine Richards, Adm. Asst. Fiscal Affairs – Public Safety  
Leo Perrotta, Parking Administrator  
Alan Sepe, Director of Public Property



**CITY OF PROVIDENCE**  
Jorge O. Elorza, Mayor

March 17, 2016

Jorge O. Elorza, Mayor  
Chairman, Board of Contract and Supply  
c/o City Clerk  
City Hall  
25 Dorrance Street  
Providence, RI 02903

Re: D'Amico Consulting

Dear Mayor Elorza:

Intermittently over the past year, the Law Department of Law has retained the services of D'Amico Consulting in connection with reviews of the city budget and various human resources issues. The contract is now on a month-to-month basis, but services will be completed by June 30, 2016 at the end of our fiscal year. The dollar amount for any month in which services are utilized is \$6,000.00. The Law Department respectfully requests approval from the Board of Contract and Supply to retain and compensate D'Amico Consulting for such services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Adrienne G. Southgate", with a large circular flourish at the end.

Adrienne G. Southgate  
Deputy City Solicitor

**CITY SOLICITOR'S OFFICE**

444 Westminster Street, Suite 220, Providence, Rhode Island 02903  
401 680 5333 ph | 401 680 5520 fax  
[www.providenceri.com](http://www.providenceri.com)



**CITY OF PROVIDENCE**

Jorge O. Elorza, Mayor

March 15, 2016

Jorge O. Elorza, Mayor  
Chairman, Board of Contract and Supply  
c/o City Clerk  
City Hall  
25 Dorrance Street  
Providence, RI 02903

Re: D'Amico Consulting

Dear Mayor Elorza:

Intermittently over the past year, the Law Department of Law has retained the services of D'Amico Consulting in connection with reviews of the city budget and various human resources issues. The contract is now on a month-to-month basis, but services will be completed by June 30, 2016 at the end of our fiscal year. The Law Department respectfully requests approval from the Board of Contract and Supply to retain and compensate D'Amico Consulting for such services.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Adrienne G. Southgate".

Adrienne G. Southgate  
Deputy City Solicitor

**CITY SOLICITOR'S OFFICE**

444 Westminister Street, Suite 220, Providence, Rhode Island 02903

401 680 5333 ph | 401 680 5520 fax

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

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of November, 2015, by and between the City of Providence, having an address at 25 Dorrance Street, Providence, RI 02903 ("Municipality") and **D'AMICO CONSULTING, LLC**, a Rhode Island limited liability company having an address at 77 Blackstone Boulevard, Providence, RI 02906 ("D'Amico Consulting" and Municipality to be occasionally referred to herein jointly as the "Parties").

WHEREAS, D'Amico Consulting has valuable related experience in the business of finance, budgeting, and labor relations; and

WHEREAS, Municipality desires to engage D'Amico Consulting to provide consulting services for the Municipality and D'Amico Consulting is willing to provide such services to the Municipality on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. **Consulting Services.**

a. Term. The Municipality hereby agrees that it will engage D'Amico Consulting, and D'Amico Consulting agrees that D'Amico Consulting will serve as a consultant to the Municipality for a period of 3 months beginning on November 1, 2015 and ending on January 31, 2016 (the "Consulting Term"). Thereafter, should the Parties desire to prolong the consulting relationship, they shall do so on a month-to-month basis. At any time, either party is free to terminate the month-to-month relationship with ten days' written notice to the other party.

b. Availability. D'Amico Consulting shall render services to the Municipality and its employees on an as needed basis, but may be subject to change. Failure or inability of D'Amico Consulting to render services requested by the Municipality shall not constitute a default under this Agreement or otherwise give the Municipality the right to assert any claim against D'Amico Consulting for breach of performance hereunder.

c. Nature of Consulting Services. D'Amico Consulting shall consult with and advise the Municipality and its employees with respect to finances, budgeting, and labor relations. The Municipality shall provide D'Amico Consulting with adequate information and resources to allow D'Amico Consulting to perform effectively the services contemplated by this Agreement.

d. Reimbursement and Expenses. D'Amico Consulting shall receive reimbursement for travel (excluding trips to Providence City Hall), parking, telephone, copying or related expenses related to D'Amico Consulting's performance of its obligations hereunder.

e. Indemnity. The Municipality will indemnify, reimburse, compensate, defend and hold D'Amico Consulting harmless from any and all demands, claims, actions, causes of actions, assessments, liability, losses, damages, cost expenses (including without limitation interest, penalties, and reasonable attorney fees, disbursements and expenses to the extent necessarily incurred) which are asserted against imposed on or incurred by D'Amico Consulting as a result of D'Amico Consulting providing the services hereunder.

f. Availability. During the Consulting Term, D'Amico Consulting may provide such consulting services in person or by telephone, fax, email or other communication. Such consulting services obligations shall not include the requirement that D'Amico Consulting be on the premises of Municipality during the Consulting Term, but when D'Amico Consulting does provide the services on the premises of Municipality during the Consulting Term, it shall be at such time and place mutually agreed upon by the Parties. D'Amico Consulting need not be available during any specific hours of the workday.

g. Nature of Relationship. In rendering services as a consultant hereunder, D'Amico Consulting shall be an independent contractor. Municipality will issue an IRS Form 1099 for any payments made pursuant to this Agreement.

h. Other Consultations. D'Amico Consulting agrees that during the term of this consulting agreement with the Municipality, D'Amico Consulting will not consult with any other organization in any matter which directly involves the Municipality, the Providence Public School Department or the Providence Water Supply Board.

## 2. **Fees for Services.**

a. Consulting Fee. As compensation for the services contemplated herein and for performance rendered by D'Amico Consulting of its duties and obligations hereunder, Municipality shall pay to D'Amico Consulting a fee equal to Six Thousand Dollars (\$6000.00) per month.

b. Invoices. Unless otherwise agreed by D'Amico Consulting and Municipality, D'Amico Consulting shall render invoices to Municipality monthly at the end of each monthly period during which D'Amico Consulting rendered services pursuant to this Agreement and Municipality shall pay such invoices within thirty (30) days of receipt. Each invoice will include D'Amico Consulting's fees for the preceding monthly period at the rates stated in Section 2(a) above.

3. **Representations and Warranties of Municipality.** The Municipality hereby represents, warrants, covenants and agrees as follows:

a. Authority. The Municipality has the full right and requisite power and authority to enter into and execute and deliver this Agreement, and to perform its obligations in this Agreement. This Agreement is a legal, valid and binding obligation of Municipality, enforceable in accordance with the terms set forth herein.

b. No Violations. The execution and delivery and performance by Municipality of the Municipality's obligations under this Agreement will not violate any material provision of law, any order of any court or other agency of government with respect to Municipality, or any indenture, agreement or other instrument to which the Municipality is a party, or by which the Municipality is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or instrument. The Municipality is also not required to obtain any further consent in connection with or as a condition to the execution, delivery or performance of this Agreement.

c. Legal Actions. There is no action, suit, or proceeding at law or in equity by or before any governmental instrumentality or other agency, now pending or, to the knowledge of Municipality, threatened against or affecting the Municipality which, if adversely determined, would have a material adverse effect on Municipality's business, operations, properties, assets or condition or on the ability of Municipality to perform the Municipality's obligations under this Agreement.

d. Certificates, etc. No statement of fact made (when made) by or on behalf of Municipality in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to Municipality which has not been disclosed to D'Amico Consulting which materially affects adversely, nor as far as Municipality can reasonably foresee, will materially affect adversely, Municipality or D'Amico Consulting.

#### 4. **Successors and Assigns.**

This Agreement is personal to D'Amico Consulting and, without the prior written consent of Municipality, shall not be assignable by D'Amico Consulting. Conversely, Municipality may not assign this Agreement without the prior written consent of D'Amico Consulting.

#### 5. **Miscellaneous.**

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without reference to principles of conflict of laws. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, provided, however, that whenever possible the authority which shall interpret any particular provision of this Agreement shall endeavor to construe such provision in a manner which

renders it valid and enforceable. The preparation of this Agreement has been a joint effort of the parties and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

b. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given to a party when (a) delivered by hand or by a nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, postage prepaid and return receipt requested, in each case to the following:

if to Municipality, to:

Tony Simon, Chief of Staff  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

with a copy to:

Jeffrey Dana, City Solicitor  
444 Westminster Street, Suite 220  
Providence, RI 02903

if to D'Amico Consulting, to:

D'Amico Consulting, LLC  
77 Blackstone Boulevard  
Providence, RI 02906  
Tel: (601) 636-1209  
Fax: (401) 421-0352  
E-mail: Michael.damico.consulting@gmail.com

with a copy to:

Moses Afonso Ryan Ltd.  
160 Westminster Street, Suite 400  
Providence, Rhode Island 02903  
Attention: Mark Ryan, Esq.  
Tel: (401) 453-3600  
Fax: (401) 453-3604  
E-mail: mryan@mosesafonso.com

Either party hereto may change its contact information for notices and other communications hereunder (which shall, in the case of a physical address or

telephone number, be only to another address or telephone number within the United States of America) by notice to the other party hereto.

c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

d. Entire Agreement; Amendment. This Agreement contains the entire understanding of Municipality and D'Amico Consulting with respect to the subject matter hereof, and may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

e. Waiver of Jury Trial. D'AMICO CONSULTING AND THE MUNICIPALITY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE MUNICIPALITY TO ACCEPT THIS AGREEMENT AND RETAIN D'AMICO CONSULTING PURSUANT TO THIS AGREEMENT.

f. Jurisdiction, etc. D'AMICO CONSULTING AND THE MUNICIPALITY HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMIT TO EXCLUSIVE PERSONAL JURISDICTION IN THE STATE OF RHODE ISLAND OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (B) WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OR VENUE IN ANY PARTICULAR FORUM WITHIN THE STATE.

g. Headings. The titles and headings to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

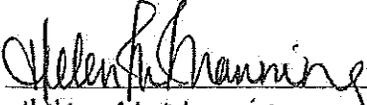
h. Competition. Nothing herein contained shall be deemed to prohibit D'Amico Consulting from rendering services to any other person, firm or corporation provided that D'Amico Consulting shall keep confidential all proprietary information belonging to Municipality.

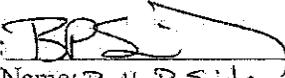
**[SIGNATURES APPEAR ON NEXT PAGE]**

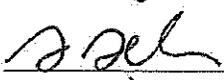
IN WITNESS WHEREOF, D'Amico Consulting has hereunto set D'Amico Consulting's hand and, Municipality has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

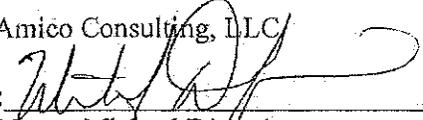
Witness:

CITY OF PROVIDENCE

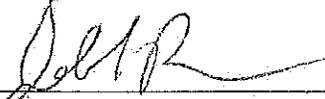
  
\_\_\_\_\_  
Helen M. Manning

By:   
\_\_\_\_\_  
Name: Brett P. Smiley  
Title: C.O.O.

  
\_\_\_\_\_  
Sara Silveria

D'Amico Consulting, LLC  
By:   
\_\_\_\_\_  
Name: Michael D'Amico  
Title: President

Approved as to form and correctness:

  
\_\_\_\_\_  
Jeffrey Dana, City Solicitor

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (the "Agreement") is made and entered into this 5th day of February, 2015, by and between the City of Providence, having an address at 25 Dorrance Street, Providence, RI 02903 ("Municipality"), and **D'AMICO CONSULTING, LLC**, a Rhode Island limited liability company having an address at 77 Blackstone Boulevard, Providence, RI 02906 ("D'Amico Consulting" and together with Municipality to be occasionally referred to herein as the "Parties").

WHEREAS, D'Amico Consulting has valuable related experience in the business of finance, budgeting, and labor relations; and

WHEREAS, Municipality desires to engage D'Amico Consulting to provide consulting services for the Municipality and D'Amico Consulting is willing to provide such services to the Municipality on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. **Consulting Services.**

a. Term. The Municipality hereby agrees that it will engage D'Amico Consulting, and D'Amico Consulting agrees that D'Amico Consulting will serve as a consultant to the Municipality for a period of 9 months beginning on February 1, 2015 and ending on October 31, 2015 (the "Consulting Term").

b. Availability. D'Amico Consulting shall render services to the Municipality and its employees on an as needed basis, but may be subject to change. Failure or inability of D'Amico Consulting to render services requested by the Municipality shall not constitute a default under this Agreement or otherwise give the Municipality the right to assert any claim against D'Amico Consulting for breach of performance hereunder.

c. Nature of Consulting Services. D'Amico Consulting shall consult with and advise the Municipality and its employees with respect to finances, budgeting, and labor relations. The Municipality shall provide D'Amico Consulting with adequate information and resources to allow D'Amico Consulting to perform effectively the services contemplated by this Agreement.

d. Reimbursement and Expenses. D'Amico Consulting shall receive reimbursement for travel (excluding trips to Providence City Hall), parking, telephone, copying or related expenses related to D'Amico Consulting's performance of D'Amico Consulting's obligations hereunder.

e. Indemnity. The Municipality will indemnify, reimburse, compensate, defend and hold D'Amico Consulting harmless from any and all demands,

claims, actions, causes of actions, assessments, liability, losses, damages, cost expenses (including without limitation interest, penalties, and reasonable attorney fees, disbursements and expenses to the extent necessarily incurred) which are asserted against imposed on or incurred by D'Amico Consulting as a result of D'Amico Consulting providing the services hereunder.

f. Availability. During the Consulting Term, D'Amico Consulting may provide such consulting services in person or by telephone, fax, email or other communication. Such consulting services obligations shall not include the requirement that D'Amico Consulting be on the premises of Municipality during the Consulting Term, but when D'Amico Consulting does provide the services on the premises of Municipality during the Consulting Term, it shall be at such time and place mutually agreed upon by the parties. D'Amico Consulting need not be available during any specific hours of the workday.

g. Nature of Relationship. In rendering services as a consultant hereunder, D'Amico Consulting shall be an independent contractor. As an independent contractor, Municipality will issue an IRS Form 1099 for any payments made pursuant to this Agreement.

h. Other Consultations. D'Amico Consulting agrees that during the term of this consulting agreement with the Municipality, D'Amico Consulting will not consult with any other organization in any matter which directly involves the Municipality, the Providence Public School Department or the Providence Water Supply Board.

## 2. Fees for Services.

a. Consulting Fee. As compensation for the services contemplated herein and for performance rendered by D'Amico Consulting of D'Amico Consulting's duties and obligations hereunder, Municipality shall pay to D'Amico Consulting a fee equal to six thousand Dollars (\$6000/ month).

b. Invoices. Unless otherwise agreed by D'Amico Consulting and Municipality, D'Amico Consulting shall render invoices to Municipality monthly at the end of each monthly period during which D'Amico Consulting rendered services pursuant to this Agreement and Municipality shall pay such invoices within thirty (30) days of receipt. Each invoice will include D'Amico Consulting's fees for the preceding monthly period at the rates stated in Section 2(a) above.

3. **Representations and Warranties of Municipality.** The Municipality hereby represents, warrants, covenants and agrees as follows:

a. Authority. The Municipality has the full right and requisite power and authority to enter into and execute and deliver this Agreement, and to perform its

obligations in this Agreement. This Agreement is a legal, valid and binding obligation of Municipality, enforceable in accordance with the terms set forth herein.

b. No Violations. The execution and delivery and performance by Municipality of the Municipality's obligations under this Agreement will not violate any material provision of law, any order of any court or other agency of government, with respect to Municipality, or any indenture, agreement or other instrument to which the Municipality is a party, or by which the Municipality is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or instrument. The Municipality is also not required to obtain any further consent in connection with or as a condition to the execution, delivery or performance of this Agreement.

c. Legal Actions. There is no action, suit, or proceeding at law or in equity by or before any governmental instrumentality or other agency, now pending or, to the knowledge of Municipality, threatened against or affecting the Municipality which, if adversely determined, would have a material adverse effect on Municipality's business, operations, properties, assets or condition or on the ability of Municipality to perform the Municipality's obligations under this Agreement.

d. Certificates, etc. No statement of fact made (when made) by or on behalf of Municipality in this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to Municipality which has not been disclosed to D'Amico Consulting which materially affects adversely, nor as far as Municipality can reasonably foresee, will materially affect adversely, Municipality or D'Amico Consulting.

#### 4. **Successors and Assigns.**

This Agreement is personal to D'Amico Consulting and, without the prior written consent of Municipality, shall not be assignable by D'Amico Consulting. Conversely, Municipality may not assign this Agreement without the prior written consent of D'Amico Consulting.

#### 5. **Miscellaneous.**

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without reference to principles of conflict of laws. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, provided, however, that whenever possible the authority which shall interpret any particular provision of this Agreement shall endeavor to construe such provision in a manner which renders it valid and enforceable. The preparation of this Agreement has been a joint effort

of the parties and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

b. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given to a party when (a) delivered by hand or by a nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, postage prepaid and return receipt requested, in each case to the following:

if to Municipality, to:

Tony Simon, Chief of Staff  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

with a copy to:

Jeffrey Dana, City Solicitor  
444 Westminister Street, Suite 220  
Providence, RI 02903

if to D'Amico Consulting, to:

D'Amico Consulting, LLC  
77 Blackstone Boulevard  
Providence, RI 02906  
Tel: (601) 636-1209  
Fax: (401) 421-0352  
E-mail: Michael.damico.consulting@gmail.com

with a copy to:

Moses Afonso Ryan Ltd.  
160 Westminister Street, Suite 400  
Providence, Rhode Island 02903  
Attention: Mark Ryan, Esq.  
Tel: (401) 453-3600  
Fax: (401) 453-3604  
E-mail: mryan@mosesafonso.com

Either party hereto may change its contact information for notices and other communications hereunder (which shall, in the case of a physical address or telephone number, be only to another address or telephone number within the United States of America) by notice to the other party hereto.

c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

d. Entire Agreement; Amendment. This Agreement contains the entire understanding of Municipality and D'Amico Consulting with respect to the subject matter hereof, and may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

e. Waiver of Jury Trial. D'AMICO CONSULTING AND THE MUNICIPALITY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE MUNICIPALITY TO ACCEPT THIS AGREEMENT AND RETAIN D'AMICO CONSULTING PURSUANT TO THIS AGREEMENT.

f. Jurisdiction, etc. D'AMICO CONSULTING AND THE MUNICIPALITY HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMIT TO EXCLUSIVE PERSONAL JURISDICTION IN THE STATE OF RHODE ISLAND OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (B) WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OR VENUE IN ANY PARTICULAR FORUM WITHIN THE STATE.

g. Headings. The titles and headings to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

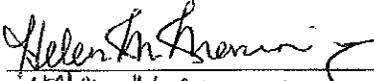
h. Competition. Nothing herein contained shall be deemed to prohibit D'Amico Consulting from rendering services to any other person, firm or corporation provided that D'Amico Consulting shall keep confidential all proprietary information belonging to Municipality.

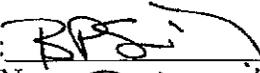
**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, D'Amico Consulting has hereunto set D'Amico Consulting's hand and, Municipality has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

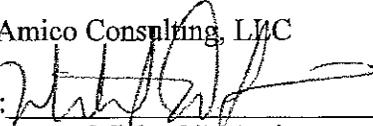
Witness:

CITY OF PROVIDENCE

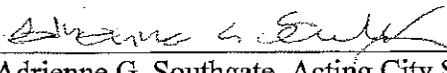
  
\_\_\_\_\_  
Helen M. Manning

By:   
\_\_\_\_\_  
Name: Brett Smiley  
Title: CEO

\_\_\_\_\_

D'Amico Consulting, LLC  
By:   
\_\_\_\_\_  
Name: Michael D'Amico  
Title: President

Approved as to form and correctness:

  
\_\_\_\_\_  
Adrienne G. Southgate, Acting City Solicitor



**CITY OF PROVIDENCE**

Jorge O. Elorza, Mayor

February 5, 2015

Tony Simon, Chief of Staff  
Mayor's Office  
HAND-DELIVER

Dear Mr. Simon:

Enclosed are three (3) signature pages regarding the D'Amico Consulting agreement which has been signed by Adrienne Southgate as Acting City Solicitor. As per her email sent to you on February 4, 2015, regarding the signature line for the City of Providence, she has asked me to forward the enclosed.

Once fully executed, please return all three (3) signature pages to our office at your earliest convenience.

Respectfully,

Crystal J. Holt  
Legal Secretary

Enclosure

**CITY SOLICITOR'S OFFICE**

444 Westminister Street, Suite 220, Providence, Rhode Island 02903

401 680 5333 ph | 401 680 5520 fax

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

## CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this 18<sup>th</sup> day of December, 2014, by and between D'Amico Consulting (the "Consultant") of 77 Blackstone Boulevard, Providence, Rhode Island 02906, and the City Council of the City of Providence (the "City") (jointly, the "parties").

WHEREAS, the City is in need of assistance to conduct (a) a review of employee job descriptions and (b) a department functional analysis; and

WHEREAS, Consultant's September 22, 2014 submission, attached and incorporated by reference as Exhibit A, in response to the City's Request for Proposals ("RFP") resulted in a contract award on December 1, 2014 by the Board of Contract and Supply;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the City professional services ("Services") in the areas delineated below:

*Project #1: Employee Job Description Project.* Provide valid and objective minimum qualifications for appointment; eliminate obsolete job classifications; evaluate job descriptions against the function actually provided by the position; modernize and streamline the class structure to reflect today's work environment; and suggest the combination of duplicative job descriptions which will provide logical career paths for city employees. A report will be submitted complying with the Project description in the City's RFP.

*Project #2: City Department Functional Analysis Project.* Identify areas of redundancy and potential consolidation of similar or identical functions within and throughout city. A report will be submitted complying with the Project description in the City's RFP.

### 2. Consideration.

A. Rate. In consideration of the Services to be performed by Consultant under this Agreement, the City will pay Consultant a total fee of sixty-seven thousand five hundred dollars (\$67,500.00). The City shall pay Consultant \$30,000.00 within thirty (30) days after project report # 1 has been received by the City and \$37,500.00 within thirty (30) days after project report # 2 has been received by the City.

B. Expenses. The City will pay Consultant for the travel (excluding travel between the Consultant's home or business and City offices) and any other miscellaneous expenses such as parking incurred while this Agreement between Consultant and the City remains in effect. Consultant shall submit written documentation and receipts (where available) itemizing the dates

on which expenses are incurred. The City shall pay Consultant the amounts due within thirty (30) days after receipt by the City.

3. Independent Contractor. Nothing contained herein, or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the Services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the Consultant's compensation. Consultant will not represent to be nor hold himself out as an employee of the City. Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the City's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility

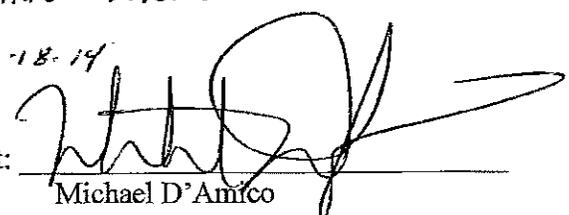
4. Confidentiality. In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the City may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees.

6. Term. This Agreement shall commence on December 15, 2014 and shall terminate on March 31, 2015, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days' prior written notice.

WHEREFORE, the parties have executed this Agreement as of the date written above.

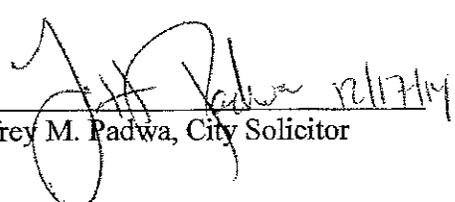
City of Providence:   
By: MICHAEL SOLOMON

Date: 12-18-14

Consultant:   
By: Michael D'Amico

Date:

Approved as to form and correctness:

  
Jeffrey M. Padwa, City Solicitor

**BIDDER'S BLANK**

Name of Company:	D'AMICO CONSULTING
Agrees to bid on: Items(s) to be bid	CITY SERVICES STUDY
Date of Award	

Additional Bidding Details (Use Additional Pages if Necessary)

**Project #1: Employee Job Description Project**

Total Bid (Writing): FIFTY-FOUR THOUSAND DOLLARS  
 Total Bid (Figures): \$ 54,000.00

**Project #2: City Department Functional Analysis Project**

Total Bid (Writing): TWENTY-FIVE THOUSAND DOLLARS  
 Total Bid (Figures): \$ 25,000.00

**Combines (Projects #1 & #2):**

Total Bid (Writing): SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS

Federal ID# or Social Security #:	036-54-6636
Signature:	<i>Michael Giff</i>
Title of Person signing:	PRESIDENT
Firm Name:	D'AMICO CONSULTING
Address:	77 BLACKSTONE BLVD. PROVIDENCE, RI 02906
Phone #:	(610) 636-1289
Delivery Date:	
Name of Surety Company	

**CERTIFICATION OF BIDDER**  
(Non-Discrimination/Hiring)

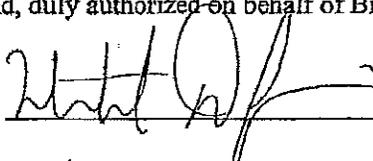
Upon behalf of D'AMICO CONSULTING (Bidder)

I, MICHAEL D'AMICO (Name of Person Making Certification),

Being its PRESIDENT (Title of Person Making Certification), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

Witness my hand, duly authorized on behalf of Bidder, on this 22<sup>ND</sup> day of SEPTEMBER, 2014.

Bidder's Name: 

By: MICHAEL D'AMICO  
(Printed Name)

Title: PRESIDENT

Date: 9/22/14

**Cost proposal**

**Project #1**

Stakeholder and department interviews

Michael D'Amico	60 hours	\$200/hr	\$12,000
Laura Jones	60 hours	\$100/hr	\$6,000

Job description reviews and recommendations

Laura Jones	250 hours	\$100/hr	\$25,000
Michael D'Amico	25 hours	\$200/hr	\$5,000

Report writing

Laura Jones	20 hours	\$100/hr	\$2,000
Michael D'Amico	20 hours	\$200/hr	\$4,000

**Total Cost for Project #1** **\$54,000**

**Project #2**

Stakeholder and department interviews

Michael D'Amico	40 hours	\$200/hr	\$8,000
Laura Jones	40 hours	\$100/hr	\$4,000

Cost savings analysis of consolidation proposals

Michael D'Amico	20 hours	\$200/hr	\$4,000
-----------------	----------	----------	---------

Report writing

Laura Jones	10 hours	\$100/hr	\$1,000
Michael D'Amico	40 hours	\$200/hr	\$8,000

**Total for Cost Project #2** **\$25,000**

**Combined costs if both projects awarded**

Stakeholder and department interviews

Michael D'Amico	70 hours	\$200/hr	\$14,000
Laura Jones	70 hours	\$100/hr	\$7,000

Job description reviews and recommendations

Laura Jones	250 hours	\$100/hr	\$25,000
Michael D'Amico	25 hours	\$200/hr	\$5,000

Cost savings analysis of consolidation proposals

Michael D'Amico	20 hours	\$200/hr	\$4,000
-----------------	----------	----------	---------

Report writing

Laura Jones	25 hours	\$100/hr	\$2,500
Michael D'Amico	50 hours	\$200/hr	\$10,000

**Total Cost for both Projects** **\$67,500**

## **CITY SERVICES STUDY**

### **Technical Proposal**

#### **A) Background and experience of the firm**

D'Amico Consulting is an independent consulting firm specializing in operations and finance consulting. D'Amico Consulting currently has a contract with Edesia Global Nutrition Solutions to help provide management assistance in the construction and staffing of their new factory. D'Amico Consulting also has a contract with the Coventry School District to assist the Superintendent in reconstructing the finance organization. That contract included reviewing the job descriptions for the Finance Director and Finance Manager positions, recommending changes to the department structure, interviewing candidates for all open positions, and making hiring recommendations.

#### **B) Project team and firm capacity**

The project team shall consist of Michael D'Amico and Laura Jones. Michael D'Amico has over 20 years of experience in operations and management – the last 3 of which were as Director of Administration and Chief of Staff to Mayor Taveras (see attached resume). Michael has been involved in numerous consolidation, efficiency, and personnel restructuring projects throughout his career including the consolidation of the City of Providence and Providence Public School Department finance departments. He has also managed organizations with up to 2,000 employees and been responsible for writing and reviewing countless job descriptions over the years. Michael's familiarity with all the departments of Providence city government, their jobs, functional responsibilities, strengths and weaknesses can provide enormous benefit to this project.

Laura Jones is a former Bell Atlantic and Verizon executive with over 25 years of experience in operations, sales, and marketing (resume attached). During her career Laura has been involved in numerous projects related to staffing, organizational structure, and job requirements. Laura spearheaded a project to revamp the job descriptions for her team and negotiated with the labor union to implement the changes.

Michael will be the manager on the engagement with ultimate responsibility for the work product. Laura will be responsible for reviewing the approximately 450 job descriptions and making recommendations for changing them in accordance with the project scope.

#### **C) Plan to achieve proposed objectives**

Michael and Laura will conduct joint one on one discussions with each department manager. The purpose of these discussions will be to gain a complete understanding of the exact work performed by

each department as well as the specific work tasks and responsibilities of each funded position. We will also solicit the opinions and recommendations of the department managers for possible job consolidations and improvements to the nature of the funded positions. If the City feels there are others outside of department managers that should be interviewed as part of this project (e.g. City Council members or other City stakeholders), we will conduct these interviews as well. Depending on the availability of the department managers, these interviews should take approximately 3 weeks.

Laura will then be responsible for reviewing all of the approximately 450 job descriptions and making written recommendations to more closely align the job requirements and job descriptions to the tasks being performed within each department. In particular, Laura will make sure that the levels of experience and education required for each position are neither excessive nor insufficient to competently perform the required function. Laura will also propose additional training or education that may be needed by employees currently in a job function in order to perform that job properly. Michael will be responsible for signing off on Laura's recommended changes and using his extensive knowledge of Providence city government to make any adjustments before including them in the final report for the City. After completing the interviews, reviewing the 450 job descriptions and generating the report should take approximately 2 months.

Upon completion of all interviews and review of all job descriptions, D'Amico Consulting will then undertake the second part of the project – identifying areas of potential consolidation of similar functions. The data for this portion of the project will be gathered during the same interviews referenced above. In this phase of the project, D'Amico Consulting can provide value added benefits to the City that no other bidder can provide. As part of the consolidation analysis, D'Amico Consulting will be able to provide projected cost savings for each of the proposed job consolidations. This will allow the city to focus on those ideas that provide the most financial benefit to the City. D'Amico Consulting is uniquely positioned to include this information in its final report because of Michael D'Amico's intimate knowledge of the city budget and department spending. Generating the final written report will take approximately one month. Michael D'Amico will be primarily responsible for this portion of the project with input from Laura Jones.

You will note in the cost proposal that the combined cost of the two projects individually is more expensive than when they are proposed as one joint project. This is due to the fact that it will be necessary to conduct department interviews for both projects. However, if both projects are awarded to one bidder, only one set of interviews will be necessary. Also, there will be some duplication in the report writing phase of the projects. Avoiding duplication significantly reduces the combined cost of the projects.

D'Amico Consulting  
September 22, 2014

City of Providence  
City Services Study

**References**

Navyn Salem  
Executive Director  
Edesia Global Nutrition Solutions  
(401) 272-5521

Dr. Michael Almeida  
Superintendent of Schools  
Coventry Public Schools  
(401) 822-9400

Mayor Angel Taveras  
City of Providence

**LAURA C. JONES**  
17 CUNNINGHAM DRIVE  
WEST ORANGE, NJ 07052  
lecjones@msn.com 973-534-1207(C)

## **MANAGEMENT PROFESSIONAL**

*Marketing ~ Operations Support ~ Management*

Performance oriented professional with sound experience in leading results driven teams. Unique blend of business acumen and expertise in marketing, product management, sales support and project management. Demonstrates dynamic interpersonal and communication skills; effectively collaborates with individuals at all levels. Delivers creative leadership with outstanding organizational capabilities; proven ability to lead individuals to greater understanding of purpose and direction in corporate and individual scope. Skilled in exceeding objectives while sustaining order in a fast paced, deadline sensitive environment.

## **PROFESSIONAL SKILLS**

### **Operations**

- 10 point increase in client satisfaction achieved as a result of sales organization restructure initiative implementation. Lead group that created customer service teams and measurements used to determine success of initiative pilot program.
- Evaluated existing job descriptions against initiative objectives. Created new and updated old descriptions where required in order to reach goals to provide superior customer service. Negotiated with labor union for acceptance of enhanced and new positions. Presented descriptions to senior management for approval.
- Interviewed existing clerical staff regarding day to day functions for product development. Reviewed required skills and step by step process for completion of tasks. Verified information with managers and systems department. Organized data and composed the first written version of department's methods and procedures.
- Coordinated and attended career fairs to prescreen potential candidates for diversity improvement program. Mentored management trainees to assist them in becoming familiar with the companies culture.

### **Product Management**

- \$30M in cost savings realized after leading initiative to eliminate obsolete directory products. Directed all aspects of directory product line valued at \$60M, responsible for product life cycle management and margin maximization. Subject matter expert covering product structure, policies and business plan objectives for over 1,000 publications in 4 unique regions.
- \$3 million generated through the development, launch and management of a new innovative directory product. Project manager and director of cross functional teams launching new products and enhancements. Created detailed tasks plans; documented critical paths; built cohesive team rapport to implement projects in accordance with business needs. Worked closely with all departments particularly operations and sales.

PROFESSIONAL SKILLS (continued)

Marketing

- Market Manager for the New York City market worth over \$120M. Partnered with sales management to create strategic go-to-market plans for optimal revenue growth and margin profitability. Recognized as local contact for market intelligence and competitor information.
- Coached 100+ sales professionals on multi-product marketing strategy (on-line, directory, direct mail, mobile and magazine). Trained sales on how to introduce advertising options to small and medium size businesses.
- \$650k savings achieved after establishing an integrated departmental team approach to salvaging decrease and cancel accounts. Investigated at risk accounts and discovered need for improvement. Suggested and sought approval of team idea. Coordinated initial cross functional team meeting. Successful conception adopted across region.

PROFESSIONAL HISTORY

DEX MEDIA *formerly Veriaon Information Services, New York, NY*  
*Senior Product Manager (2009 – 2013)*

VERIZON INFORMATION SERVICES *formerly Bell Atlantic Directory Group, New York, NY*  
*Senior Market Manager (2000 – 2009)*

BELL ATLANTIC DIRECTORY GROUP *formerly NYNEX Information Resources, Middleton, MA*  
*Operations Manager (1986 - 2000)*

AWARDS

Received 'SPARC Award' for innovation - Decrease and Cancel Team Council  
Achieved 'Circle of Excellence Award' - Business Consulting Group Implementation Team

EDUCATION

Master of Business Administration, Marketing, Rutgers University, Newark, NJ  
Bachelor of Science in Business Administration, Boston University, Boston, MA  
Delta Sigma Theta, Public Service Sorority, Inc.

COMPUTER SKILLS

Advanced Excel  
Microsoft Word

Power Point  
Outlook

## MICHAEL L. D'AMICO

77 Blackstone Blvd., Providence, RI 02906

(610) 636-1209

[mldamico817@yahoo.com](mailto:mldamico817@yahoo.com)

### SUMMARY

Senior executive with expertise in operations, manufacturing, finance, and business development; continually increased responsibility with proven results at every level and a track record of cost containment and revenue growth.

### SUMMARY OF EDUCATION

University of Pennsylvania - Philadelphia, PA  
Wharton Business School

Bachelor of Science in Economics degree, May 1992  
Concentrations in Finance & Accounting

Villanova University - Villanova, PA

MBA in Finance, May 2002

### WORK EXPERIENCE

**Michael D'Amico Consulting**  
Principal

**Providence, Rhode Island**  
March 2014 - present

- Provide results-oriented consulting in the private and public sector. Skilled at shepherding organizations through periods of financial crisis, growth, and change to achieve stability and profitability. Areas of expertise include corporate and municipal finance, operations, negotiation, and labor relations.
- Client work includes: development of annual budget for the City of Providence; construction of a \$20M manufacturing facility for a food processor with international markets.

**City of Providence**

**Providence, Rhode Island**

Left private sector career at the request of the Mayor of Providence to streamline government operations in city of 170,000 inhabitants.

**Director of Administration/Chief of Staff**

January 2011 - March 2014

- Responsible for managing all municipal functions of the city on a daily basis, including Public Works, Parks, Public Property, Economic Development, Inspections & Standards, Planning, Finance, IT, HR, Tax Assessor's office, Tax Collector's office, etc. with a total staff of approximately 1,000 employees
- Re-negotiated four major union contracts in six months, saving the city a total of \$36 million in the upcoming fiscal year, and more than \$125 million over the life of the contracts
- Eliminated a \$110 million structural deficit on a budget of \$630 million through a combination of cost reductions, department consolidations, and revenue enhancements
- Implemented immediate cost control measures that saved \$30 million in three months and averted a major cash crisis for the city

**Johnson Matthey, Inc**  
Wayne, PA

1996-2010

Global specialty chemicals company based in the U.K., focused on energy and low carbon technologies and the application and recycling of precious metals. Principal activities are: manufacturing autocatalysts, heavy duty diesel catalysts and pollution control systems; providing catalysts and components for fuel cells, supplying catalysts and technologies for chemical processes; producing fine chemicals, chemical catalysts and active pharmaceutical ingredients; and marketing, refining and fabricating precious metals.

**Vice President & General Manager, Environmental Catalyst Technologies Division**

January 2008 - December 2010

- P&L responsibility for a division with annual sales of \$500 million
- Responsible for all aspects of Sales and Marketing, Operations, R&D, and Administrative functions with a total staff of 600 employees
- Maintained profitability in the midst of the largest downturn in the automotive industry in 30 years through aggressive cost reduction in unionized environment coupled with business wins at key accounts

## MICHAEL L. D'AMICO

Page 2

- Directed R&D and Sales staff in a successful effort to win first-ever platforms at Nissan resulting in \$50 million in new business annually

### Operations Director

January 2004 – January 2008

- Director of operations for North American Region with annual sales of \$800 million
- Responsible for all aspects of production, maintenance, engineering, quality, shipping/receiving, logistics, security, and health & safety for four plants in the U.S. and one in Mexico
- Managed an organization of 750 employees with a \$150 million annual operating budget
- Over four years, improved plant efficiencies by 50%, reduced defect rate by more than 50%, and cut customer complaints from 28 in 2003 to two in 2007
- Oversaw site selection and construction of two new \$50 million factories in Pennsylvania in three years

### Finance & Administration Director, Catalyst Division

May 2002 – January 2004

- Director of finance, accounting, and IT functions for North American Region with annual sales of \$500 million
- P&L responsibility for engine testing facility in Tonawanda, NY with 100 employees
- Within first 6 months in position, restructured accounting group to enable a staff reduction of 33% while improving accuracy and timeliness of financial data
- Created inventory management initiative that reduced inventory from \$92 million to \$54 million

### Controller & Purchasing Manager, Precious Metals Division, West Chester, PA

April 1999 – May 2002

- Managed a staff of seven people responsible for all aspects of accounting, finance, and purchasing functions for a division with three sites and annual sales of \$125 million
- Leader of acquisition and integration team for an acquisition of a private company
- In conjunction with management team, responsible for setting and meeting division objectives for operating profit and return on assets

### Accounting Manager

August 1996 – April 1999

- Responsible for all aspects of financial accounting for a division with annual sales of \$100 million
- Supervised a staff of five accountants responsible for income statement, balance sheet, cost accounting, metal accounting, and monthly results transmission to the corporate headquarters
- Manager for physical inventory count of \$75 million of precious metal inventory on site
- Created a profitability analysis for the performance of 17 different product lines

### Ametek, Inc. 1992-1996

#### Paoli, PA

Global manufacturer of electronic instruments and electromechanical devices with annual sales of \$3.3 billion. Industries include aerospace and defense; connectors, metals, and engineered systems and materials; electronic systems; motors and blowers; and power

### Senior Accountant, Paoli, PA

November 1995 - August 1996

- Prepared financial statements including footnotes for 401K plan with \$90 million in assets
- Prepared and filed 1995 11K with SEC relating to 401K plan
- Acted as liaison to Italian divisions on all financial issues

### Senior Accountant, Crema, Italy

September 1994 - October 1995

- Led team that selected and began implementation of new financial reporting software
- Worked with Controller to redesign financial reporting system to conform to U.S. GAAP

**MICHAEL L. D'AMICO**  
Page 3

---

Cost Accountant, Kent, OH

March 1993 - August 1994

- Prepared financial statements for North Carolina plant with annual sales of \$15 million
- Set standards and was responsible for all aspects of cost accounting
- Responsible for all aspects of fixed asset accounting for six plants and headquarters for two divisions

Financial Management Trainee, Wallingford, CT

July 1992 - March 1993

- Assisted Controller in all areas of accounting including budgeting, cost accounting, and inventory management



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAMS

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder: D'AMICO CONSULTING  
Address: 77 BLACKSTONE BOUL. PROVIDENCE, RI 02906  
Phone Number(s): (610) 636-1209  
Contracting Agency: \_\_\_\_\_  
Contract (Project Title): CITY SERVICES STUDY

---

Bid Due Date: 9/22/14  
Goals: MBE 10 %      WBE 10 %

THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID.

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Ernesto Figueroa  
Purchasing Officer/ MBE/WBE Coordinator,  
Purchasing Department  
25 Dorrance Street  
Providence, Rhode Island 02903  
(401) 421-7740 Ext. 663  
[efigueroa@providenceri.com](mailto:efigueroa@providenceri.com)



**Part B1:**

**MBE PARTICIPATION DISCLOSURE FORM**

Use this form to list Minority Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: \_\_\_\_\_

Prime Contractor's Address: \_\_\_\_\_

Prime Contractor's Phone Number(s): \_\_\_\_\_

Contract Number & Title: \_\_\_\_\_

**MBE SUBCONTRACTORS**

Name	Project Vendor Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Dollar Amount of Contract \$ \_\_\_\_\_

Total Dollar Amount of MBE Subcontracts \$ \_\_\_\_\_

**TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT** \_\_\_\_\_ %

Form Prepared by:

\_\_\_\_\_



Name & Title D'AMICO CONSULTING Phone (610) 636-1209 Date 8/22/14  
MICHAEL D'AMICO - PRESIDENT

NOTE: Bidders who fail to supply the above information will be considered Non-Responsive.

Part B2:

WBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: D'AMICO CONSULTING

Prime Contractor's Address: 77 BLACKSTONE BLVD. PROVIDENCE, RI 02906

Prime Contractor's Phone Number(s): (610) 636-1209

Contract Number & Title: \_\_\_\_\_

WBE SUBCONTRACTORS

Name	Project Vendor Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
<u>LAURA JONES</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Dollar Amount of Contract \$ \_\_\_\_\_

Total Dollar Amount of WBE Subcontracts \$ \_\_\_\_\_

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT \_\_\_\_\_ %

Form Prepared by:



MICHAEL D'AMICO - PRESIDENT      (610) 636-1209      9/22/14  
 Name & Title      Phone      Date

**NOTE: Bidders who fail to supply the above information will be considered Non-Responsive.**

**Part C:**

**MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT**

Complete a separate Form for each MBE and WBE identified in Part B.

Contract Name and Number: \_\_\_\_\_

Name of Prime Contractor: LAURA JONES

Prime Contractor's Phone Number(s): 973-534-1207

Name of MBE or WBE: LAURA JONES IS AN INDEPENDENT CONTRACTOR

MBE or WBE Certification Number: \_\_\_\_\_

Work / Service to be performed by MBE or WBE: (ex: Carpentry and Painting)

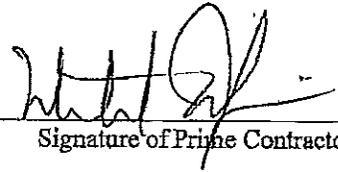
JOB DESCRIPTION REVIEWS + REPORT WRITING

Materials / Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ \_\_\_\_\_ (If this is a requirements contract, the subcontract dollar amount may be omitted).

Subcontract percentage of total contract: 20 %

The undersigned prime contractor and subcontractor agree to enter into a contract for the work / service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Providence for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Providence Minority and Women's Business Opportunity Office.



Signature of Prime Contractor (Required)

MICHAEL D'AMICO

Printed Name

9/22/14

Date

Signature of MBE or WBE (Required)

Printed Name

Date



Part D:

MBE/WBE PARTICIPATION AFFIDAVIT

The undersigned authorized representative of contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of 10% and the WBE goal of 10% for contract no. /Title CITY SERVICES STUDY with the City of Providence.

My firm will make best efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my company must submit to the Minority and Women's Business Coordinator at MBE/WBE office copies of all executed agreements with the MBE & WBE firm being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and any other documentation and reports required by the MBE and WBE Office on a quarterly basis verifying payments to the MBE and WBE finally utilized on the contract.

I understand that if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.

I understand that, if awarded this contract, authorized representatives of the City of Providence may examine, from time to time, the books records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

D'AMICO CONSULTING  
Contractor Company Name

[Signature]  
Signature

77 Blackstone Blvd. Providence, RI  
Address

Michael D'Amico President  
Print Name and Title

Sworn and subscribed before me this 22 day of September in the year 2014.

[Signature]  
Notary Public  
Cathy J. Disarno

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into this 27<sup>th</sup> day of FEBRUARY, 2014, by and between Michael D'Amico (the "Consultant") of 77 Blackstone Boulevard, Providence, Rhode Island 02906, and the City of Providence (the "City") (jointly, the "parties").

WHEREAS, the City is in need of assistance in the area of budget preparation and financial analysis; and

WHEREAS, Consultant has agreed to perform consulting work for the City to prepare the Fiscal Year 2015 city budget and other related activities;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the City professional services in the area of finance and budgeting ("Consulting Services") as needed and requested.

2. Consideration.

A. Rate. In consideration of the Services to be performed by Consultant under this Agreement, the City will pay Consultant at the rate of \$200 per hour (Consultant's standard rate of \$400/hour with a 50% city discount applied), for time spent on Consulting Services. Consultant shall submit written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The City shall pay Consultant the amounts due pursuant to submitted reports within thirty (30) days after such reports are received by the City.

B. Expenses. The City will pay Consultant for the travel (excluding travel between the Consultant's home and City Hall) and any other miscellaneous expenses such as parking incurred while this Agreement between Consultant and the City remains in effect. Consultant shall submit written documentation and receipts (where available) itemizing the dates on which expenses are incurred. The City shall pay Consultant the amounts due pursuant to submitted reports within thirty (30) days after a report is received by the City.

3. Independent Contractor. Nothing contained herein, or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the Services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the Consultant's compensation. Consultant will not represent to be nor hold himself out as an employee of the City. Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the City's regular employees. Any and all sums subject to

deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility

4. Confidentiality. In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the City may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees.

5. Lobbying. During the term of this Agreement, the Consultant shall not engage in any conduct which would constitute "lobbying" pursuant to the Providence Code of Ordinances, Sec. 2-265.

6. Term. This Agreement shall commence on March 17, 2014 and shall terminate on June 30, 2014, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days' prior written notice. By mutual agreement, the parties may extend this Agreement for an additional term of six (6) months on the same terms and conditions as set forth herein. Such intent to extend shall be agreed on or before June 30, 2014.

WHEREFORE, the parties have executed this Agreement as of the date written above.

City of Providence: Angel Tavora

By: 2/27/14

Date: Mayor

Consultant: Michael D'Amico

By: Michael D'Amico

Date: 2/27/14

Approved as to form and correctness:

Jeffrey M. Padwa  
Jeffrey M. Padwa, City Solicitor

AMENDED INDEPENDENT SERVICES AGREEMENT

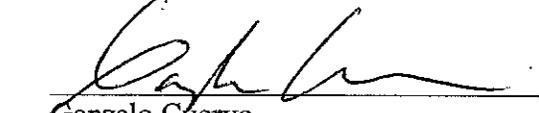
NOW COME the City of Providence ("City") and Michael D'Amico ("Consultant") and agree to amend the Independent Services Agreement dated as of February 27, 2014 and effective as of February 27, 2014, as follows:

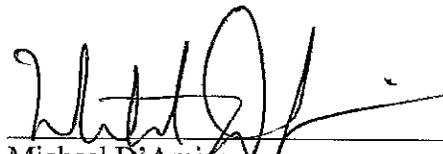
1. Section 6 shall be amended to read:

(b) By mutual agreement, the parties will extend this Agreement for an additional term of six (6) months beginning on July 1, 2014 through and including December 31, 2014,

IN WITNESS WHEREOF, the parties affix their names and titles on this 30 th day of

June, 2014.

  
Gonzalo Cuervo  
Chief of Staff

  
Michael D'Amico  
Consultant

Approved as to form and correctness:

 6/30/14  
Jeffrey M. Padwa, City Solicitor

AMENDED INDEPENDENT SERVICES AGREEMENT

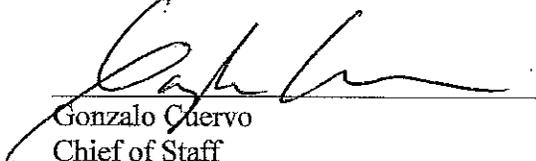
NOW COME the City of Providence ("City") and Michael D'Amico ("Consultant") and agree to amend the Independent Services Agreement dated as of February 27, 2014 and effective as of February 27, 2014, as follows:

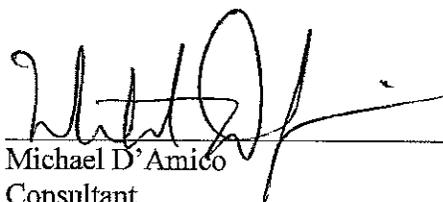
1. Section 6 shall be amended to read:

(b) By mutual agreement, the parties will extend this Agreement for an additional term of six (6) months beginning on July 1, 2014 through and including December 31, 2014,

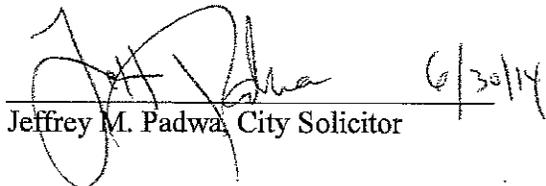
IN WITNESS WHEREOF, the parties affix their names and titles on this 30 th day of

June, 2014.

  
Gonzalo Cuervo  
Chief of Staff

  
Michael D'Amico  
Consultant

Approved as to form and correctness:

  
Jeffrey M. Padwa, City Solicitor 6/30/14

AMENDED INDEPENDENT SERVICES AGREEMENT

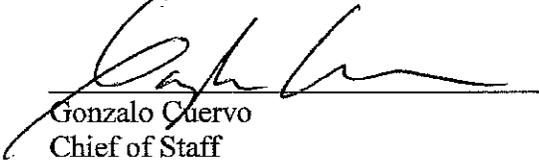
NOW COME the City of Providence ("City") and Michael D'Amico ("Consultant") and agree to amend the Independent Services Agreement dated as of February 27, 2014 and effective as of February 27, 2014, as follows:

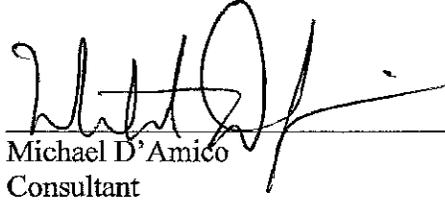
1. Section 6 shall be amended to read:

(b) By mutual agreement, the parties will extend this Agreement for an additional term of six (6) months beginning on July 1, 2014 through and including December 31, 2014,

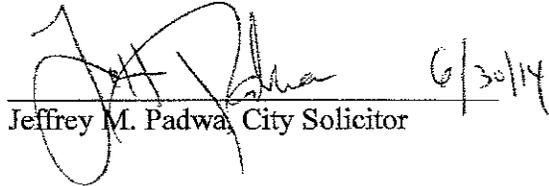
IN WITNESS WHEREOF, the parties affix their names and titles on this 30th day of

June, 2014.

  
Gonzalo Cuervo  
Chief of Staff

  
Michael D'Amico  
Consultant

Approved as to form and correctness:

  
Jeffrey M. Padwa, City Solicitor 6/30/14

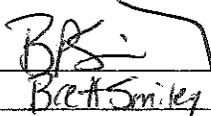
AMENDMENT TO CONSULTING AGREEMENT

The City of Providence and independent contractor, D'Amico Consulting, LLC, hereby agree to amend their November 1, 2015 Consulting Agreement, as previously amended to incorporate a month-to-month provision, as follows:

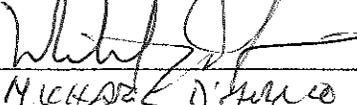
1. The Term provision in Section I, A is hereby amended to terminate the contract on June 30, 2016, without any ability to extend this consulting agreement on a month-to-month basis.
2. All other terms of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Providence and D'Amico Consulting, LLC have executed this contract, effective the date first herein written.

CITY OF PROVIDENCE

By:   
Date: 5/3/16

D'AMICO CONSULTING, LLC

By:   
Date: 5/3/16

Approved as to form and correctness:

  
Jeffrey Dana, City Solicitor

Manning, Helen M. (Mayor's  
Office) <hmmanning@providenceri.gov>

Jun 21 (2 days  
ago)

to me, Brett

Councilwoman Ryan,

I hope this message finds you well.

Per COO Smiley's request, I've compiled and attached here invoicing and payment records for monthly consulting fees charged by D'Amico Consulting to the City of Providence between February of 2015 and May of 2016.

The documents are arranged chronologically, and for most of the 16 months included there are three documents: the vendor invoice, the City invoice, and a copy of the check issued. (A copy of the check for the work done in May of 2015 is not included here, but I hope to obtain that document and forward it to you as soon as possible. The check amount is \$6,000.00 and the check date is 6/19/2016.)

Most of the bills reflect only the monthly consulting fee cited in contracts between the City and D'Amico Consulting, and extensions thereof, covering the period from February 2015 to the present, but six of the invoices include reimbursements for travel and related expenses. Those expenses amount to \$281.00, and receipts for each reimbursable expense are included on or after the vendor's invoice.

Brett also asked me to review schedules and correspondence to provide something of a timeline of the projects, contracts, and activities Mr. D'Amico worked on, was associated with, or otherwise contributed to during the contract periods. I've broadly characterized areas of focus and project work on a monthly basis in the below chart. Please note that this is in no way a comprehensive list of the reports, analyses, proposals and work produced by D'Amico Consulting since February of 2015 nor does it detail thoroughly the contributions made by Mr. D'Amico in his capacity as a consultant during the same timeframe.

Should additional information or clarification be needed, please let me know.

All the best,  
Helen

MONTH	PROJECTS, MAIN AREAS OF FOCUS	PROJECT WORK/PHASES
2015-02	PTU Contract 1033 Contracts (general) Budget/City Finances	PTU - mediations and mediation prep, consultations with City and School administration 1033 - preliminary internal meetings Budget - reporting, projections
2015-03	PTU Contract 1033 Contracts (general) Budget/City Finances	PTU - mediation, financials 1033 - review of existing contracts, review of suggested/requested changes, strategy sessions with negotiation team, legal review
2015-04	PTU Contract 1033 Contracts (including PPSD employees) Budget/City Finances	PTU - finalization, fiscal notes 1033 - financial assessments, personnel review, initial negotiations w/ 1033 Budget - meetings re: reporting FY15, projections for FY16
2015-05	PTU Contract 1033 Contracts Budget/City Finances	PTU - MOAs 1033 - Negotiations, proposals, counter-proposals, financial analysis for: - City - PSSSO - Teacher Assistants - B.E.S.T.
2015-06	PTU Contract 1033 Contracts Budget/City Finances	PTU - prep for presentations, summaries 1033 - negotiations continued
2015-07	PTU Contract 1033 Contracts 1339 Contract	PTU - presentations to Council & affiliates (meetings) 1033 - meetings with Council & affiliates, negotiations continued 1339 - initial assessments
2015-08	1033 Contracts 1339 Contract	1033 - negotiations continued, MOAs 1339 - internal meetings, initial negotiations
2015-09	1033 Contracts 1339 Contract	1033 - negotiations continued, MOAs, tentative agreements 1339 - negotiations continued,
2015-10	1033 Contracts 1339 Contract	1033 - tentative agreements (reviewed, revised), finalized
2015-11	1339 Contract	1339 - negotiations continued
2015-12	1339 Contract FOP	1339 - negotiations continued FOP - initial review
2016-01	1339 Contract Budget/City Finances FOP	1339 - negotiations continued Budget - FY16 reporting, projections, initial review for FY17 FOP - prep, preliminary negotiations
2016-02	1339 Contract Budget/City Finances FOP	1339 - tentative agreement (review and revision), negotiations continued, TA finalized FOP - negotiations, drafting proposals
2016-03	Budget/City Finances FOP	FOP - negotiations, proposal review and revision
2016-04	Budget/City Finances FOP	FOP - negotiations, proposals
2016-05	FOP	FOP - negotiations, proposals