

RESOLUTION OF THE CITY COUNCIL

No. 427

Approved October 22, 2025

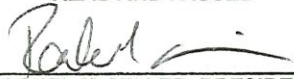

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Encumbrance Contract Award by the Board of Contract and Supply, in accordance with Section 21-26(b)(2) of the Code of Ordinances.

Delta Electro Power, Inc.
(Department of Public Works)

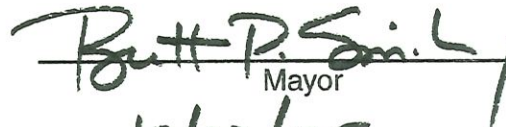
\$50,000.00

IN CITY COUNCIL

OCT 16 2025
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.


Butt P. Smith
Mayor
Date: 10/22/25



OFFICE OF THE INTERNAL AUDITOR
City of Providence

August 19, 2025

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 be submitted to the City Council and the Finance Committee for approval:

- **Department of Public Works:**
 - Requesting an encumbrance with **Delta Electro Power Inc** for a Maintenance Agreement for 3 fountains in the amount of **\$50,000.00** in accordance with the Code of Ordinances, Section 21-26 (b)(2).
 - Approval to pay **Able Industrial Sweeping Inc. \$64,312.50** for street sweeping services which has been suspended until a company is recommended from the last street sweeping bid process in accordance with the Code of Ordinances, Section 21-26 (b) (2).

Sincerely,

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

Gina M. Costa,
Internal Auditor

Cc: Patricia Coyne-Fague
John Arzoomanian, Director of Public Property
Alejandro Tirado, Director of Purchasing
Shomari Husband, City Treasurer

Patricia A. Coyne Fague Esq.
Director



Brett P. Smiley
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

August 14, 2025

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

RE: Requesting Approval of an Encumbrance with Delta Electro Power Inc for a Maintenance Agreement for 3 Fountains throughout the City with a Contingency for Repairs.

MinuteTraq ID Number: **50195**

Minority Participation: 0% MBE, 0% WBE
Account code 1-101-511-52883

Dear Mayor Smiley,

The Department of Public Works respectfully requests approval of an encumbrance with Delta Electro for maintenance agreement and a contingency amount for repairs as needed in the amount of \$50,000.00 in Fiscal year 2026.

Attached is the quote for annual maintenance agreement which consists of maintenance of the fountains beginning July 1, 2025 through closing and winterization, as well as inspections and opening of all fountains in the Spring of 2026. The contingency is for repairs not covered by the maintenance agreement and will be invoiced separately. Many companies were contacted by our Sewer Division and the Purchasing Department. Only Delta Electro Power Inc, returned a quote for a maintenance agreement.

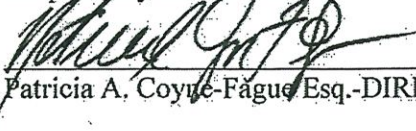
The attached maintenance agreement is for \$33,261.25 and the contingency is for \$16,738.75, totaling \$50,000.00. In accordance with Sec. 21-54 of the City's Code of Ordinances, the Purchasing Department published a notice of intent for this procurement for seven days without inquiries from the public.

Additionally, the Department of Public Works agreed to work with the Purchasing Department and go out for bids by December of this year. A draft of the Scope of Work is attached to this letter.

Funds in the amount of \$50,000.00 are available in Account code 1-101-511-52883 for Fiscal year 2026.

Delta Electro Power, Inc.
215 Niantic Avenue
Cranston RI 02907

Respectfully Submitted


Patricia A. Coyne-Fague Esq.-DIRECTOR

Financial Approval:

75 Chapman Street Providence, Rhode Island 02905
Phone 401-467-7950/Fax 401-941-2567
www.providenceri.com/dpw

A request has been made for a concise explanation as to why Delta Electro Power is suited to maintain and repair the water fountains of Providence. Delta is uniquely equipped with the necessary equipment and the trained personnel to complete this project to the highest standards. Not only do we have a licensed team of professions to accommodate the installation and repair of all necessary equipment, but you would benefit from the vast experience of our pump, motor, power transmission, and electrical divisions with more than 175 years of experience. Our labor rates for repairs outside of the proposal to be held through June 2026 are \$148.00/Hr. We hope that the city has been pleased with our performance to date and we look forward to a continued partnership.

Best Regards


Robert McNamara

1. Open fountain approx. May 1st.
2. Twice monthly visit to clean fountain tables, add disinfectant tablets to top table and check for proper operation.

DePasquale Sq. - Opening (approx.) 05/01/2026 Through 06/30/2026

1. Clean and open fountain approx. May 1st
2. Replace filter cartridges.
3. Provide and apply initial application of chemicals.
4. Weekly visits to clean fountain tables, clean basin, clean skimmers, add bromine to the automatic feed system and check for proper system operation.
5. Maintain LED light control system color changes as requested. (max. of 5 requests).

Comments:

| | Pick Up On | Lead Time | Total Price | |
|------------------------------------|------------|-----------|-------------------------|-------------|
| Work Based on Straight Time | | | Section Subtotal | \$33,261.25 |
| | | | Subtotal | \$33,261.25 |
| | | | Taxable Subtotal | \$0.00 |
| | | | Tax Amount | \$0.00 |
| | | | Total | \$33,261.25 |

This quote is valid for 30 calendar days. Pricing does not include shipping or freight unless specified above. Purchase orders should be sent to sales@deltamotor.com and the sender of this quote. Delta's Terms and Conditions apply: <https://deltamotor.com/pages/terms>

Note: This proposal does not include tariffs or government-imposed fees on the quoted equipment. Any such fees, if imposed, will be billed as an additional cost to this job.

SIGNATURE: _____ Date: _____

PRINT NAME: _____ PO.# (if not yet issued) _____



The City of Providence,
 Department of Purchasing
 City Hall
 25 Dorrance Street
 Providence, Rhode Island 02903
www.providenceri.gov (401) 680-5000

SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

| | |
|--|---------------------------------------|
| Previous Contract No. | Department: DPW - Sewer |
| Recommended Vendor(s) if any: Delta Electro Power | Date: 8/6/25 |
| | Not-to-Exceed Amt.: \$50,000.00 |
| Estimated Hours for Consulting Engagement: | Contact Person: |
| <input type="checkbox"/> Ongoing Purchase | <input type="checkbox"/> New Purchase |
| If an Ongoing/Replacement Purchase what was the prior year expenditure \$ 50,535.00 | |
| Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) | |

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements)

Check one of the following that best describes the proposed procurement:

- Only one source (supplier) exists for the required product/service ("sole source")
- Product Standardization
- Other reason deemed to be in the best interests of the City (Additional approval may be Required)



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SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

In 'layman's terms', describe the required product or service that is being procured and the purpose or function. (Minimum 3 sentences required)

1. Opening of the fountains @ DePasquale, Holy Ghost and Luongo Sq
2. Weekly maintenance and check in to treat and inspect all the working components of mentioned fountains
3. Closing and winterization of the mentioned fountains

If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

DPW does not have anyone qualified to work on or service fountains
DPW would need to seek out someone citywide to service. This has failed in the past
Fountains would not operate



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SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

3a. Explain why the **product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

This is a specialized service that requires different aspects of service.

Knowledge of the plumbing, electric and pump/filtration used. There is also a U/V bacteria system in the DePasquale fountain. Delta is equipped with the necessary equipment and the trained personnel to service the fountains not limited to and including installation and repair of all the equipment,

3b. Explain why this **vendor** is the only practicable available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if that is cited as a reason for this request.) (Minimum 3 sentences required.)

For the past 4 years I have reached out o different providers. There has been no interest from any providers other than Delta to provide this service.

Delta was secured for a repair and showed extensive knowledge of the system used, particularly with the DePasquale fountain. I then approached and asked if they would be interested in servicing the fountains. Delta has corrected many issues with the DePasquale fountain and have extensive knowledge of the inner workings.

Sole Source and Product Standardization

4. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

About 4 years ago I reached out to various providers that I felt may offer this service. Some submitted quotes that fell in the price range of the current provider but the City did not want to secure anyone to maintain the fountains. When the City finally wanted to secure a provider, I reached out again and the only provider that responded was Delta Power.

5. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

This is a 1 year contract and there are no obligations to renew.



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SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

6. Explain why the price for this product or service is fair and reasonable.

To my knowledge, it is the only known service available. I believe the labor rate is fair and coordinates with current rates for labor. Prevailing wage does not apply.

7. Describe the negotiations efforts, if any, that have been made with the vendor/provider to obtain the best possible price.

Spoke with the provider and discussed the most economical way to service. The provider has worked with DPW to provide the best pricing for parts and repairs.

8. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

This will go out to bid after the fountains are closed for the winter season to re test the waters to determine if other providers are interested in submitting a bid for this service

I certify that the above statements are true and complete to the best of my knowledge.

David Mambro

Requestor Name

Superintendent of Sewer Construction
Title

8/6/25
Date


Purchasing Approval:

Director of Purchasing
Title

8/18/2025
Date

Scope of Work

Seasonal Maintenance of City Fountains (FY2027)

Locations: DePasquale Square, Luongo Square, Church of the Holy Ghost

General Overview

The selected vendor will provide **seasonal care, maintenance, opening, and winterization** services for three municipal fountains located at:

- DePasquale Square
- Luongo Square
- Church of the Holy Ghost

The contract covers services from **July 1, 2026, through June 30, 2027**, including both **closing/winterization (Fall 2026)** and **opening/start-up (Spring 2027)** periods.

Location-Specific Services

1. DePasquale Square Fountain

Address: 265 Atwells Ave., Providence, RI 02903

Maintenance Period: July 1, 2026 – Closing (approx. December 6, 2026)

- Weekly visits
- Clean fountain tables, basin, and skimmers
- Add bromine to the automatic feed system
- Inspect and ensure proper system operation
- One filter cartridge flush in July and one in September
- Support up to 5 color change requests for the LED light control system
- Drain and winterize fountain in early December
- *Note: Time and material charges will apply for visits to adjust the system due to freezing temperatures at season end*

Opening Period: Approx. May 1, 2027 – June 30, 2027

- Clean and open fountain
 - Replace filter cartridges
 - Provide and apply initial chemicals
 - Resume weekly cleaning and maintenance
 - Maintain LED light system (up to 5 color change requests)
-

2. Luongo Square Fountain

Location: 18 Luongo Square, Providence, RI 02903

Maintenance Period: July 1, 2026 – Closing (approx. post-Columbus Day)

- Twice-monthly visits
- Clean fountain tables

- Add disinfectant tablets to top table
- Check for proper operation
- Close and winterize fountain after Columbus Day

Opening Period: Approx. May 1, 2027 – June 30, 2027

- Open fountain
- Resume twice-monthly cleaning and maintenance
- Add disinfectant tablets and check system operation

3. Church of the Holy Ghost Fountain

Location: 472 Atwells Ave., Providence, RI 02909

Maintenance Period: July 1, 2026 – Closing (approx. post-Columbus Day)

- Twice-monthly visits
- Clean fountain tables
- Add disinfectant tablets to top table
- Check for proper operation
- Close and winterize fountain after Columbus Day

Opening Period: Approx. May 1, 2027 – June 30, 2027

- Open fountain
- Resume twice-monthly cleaning and maintenance
- Add disinfectant tablets and check system operation

Contract Term

The term of this contract will be:

- **One (1) year**, beginning **July 1, 2026**, and ending **June 30, 2027**
- With **two (2) one-year renewal options**, subject to mutual agreement and satisfactory performance

Price Escalation Clause

Prices shall remain **firm and fixed** for the initial one-year term.

For each renewal term, the vendor may request a price adjustment based on the **Consumer Price Index (CPI) for All Urban Consumers (CPI-U), Boston-Cambridge-Newton, MA-NH, Not Seasonally Adjusted**.

Conditions:

- Requests must be submitted **30–60 days prior** to the renewal start date
- Any increase must not exceed the **CPI change over the previous 12 months**
- The City reserves the right to **negotiate or reject** the proposed adjustment
- The City may also request a **price reduction** if CPI shows a decrease

Contingency Repairs (As Needed)

In addition to routine maintenance services, the contractor may be requested to perform **contingency repairs** as needed throughout the contract period.

These include, but are not limited to:

- Equipment malfunctions (e.g., pump failure, electrical issues)
- Damage due to vandalism, weather, or freezing
- Emergency chemical imbalances or system shutdowns
- Repairs to fountain lighting or water control components

Conditions:

- All contingency repairs must be **pre-approved in writing** by the City's designated contact before work begins
 - Contractor must provide a written **estimate of labor and materials**
 - Work will be billed on a **time and materials** basis, in accordance with the contractor's submitted rates
 - The City reserves the right to seek alternate quotes for major repairs exceeding \$5,000
-

Warranty

The contractor shall provide a **one-year warranty** on all **labor, materials, and parts** supplied or installed under this contract.

Warranty coverage includes:

- Proper operation of mechanical and electrical components repaired or replaced
- Quality of workmanship related to maintenance, repairs, and installations
- Defects in materials or labor resulting from contractor services

Conditions:

- The warranty period begins on the **date of completion** of the applicable service or repair
 - The contractor shall correct, at no cost to the City, any covered defects or failures reported within the warranty period
 - Warranty service must be initiated within **10 business days** of written notice from the City
 - The warranty does **not** cover damage due to misuse, neglect, vandalism, or weather-related incidents
-

Price Proposal

Vendors shall submit a detailed price proposal using the table below. Pricing must be inclusive of all labor, materials, equipment, travel, and overhead costs necessary to perform the work described in the Scope of Work for the initial contract term (July 1, 2026 – June 30, 2027). All proposed costs for optional renewal years must follow the conditions outlined in the Price Escalation Clause.

A. Annual Routine Maintenance

| Location | Service Period | Frequency | Lump Sum Price (Annual) |
|---------------------------------|-------------------------------------|------------------|--------------------------------|
| DePasquale Square Fountain | July 1 – Dec. 6 / May – June | Weekly | \$ _____ |
| Luongo Square Fountain | July 1 – Post-Columbus / May – June | Twice-Monthly | \$ _____ |
| Church of the Holy Ghost | July 1 – Post-Columbus / May – June | Twice-Monthly | \$ _____ |
| Total Annual Maintenance | | | \$ _____ |

B. Time and Materials Rate for Contingency Repairs

Please provide fully burdened hourly labor rates and markup percentage for materials:

| Description | Rate/Percentage |
|-------------------------------------|------------------------|
| Standard Hourly Labor Rate | \$ _____ |
| Emergency/After-Hours Labor Rate | \$ _____ |
| Markup on Materials (if applicable) | _____ % |

C. Optional Renewal Years

Please indicate proposed annual price for each renewal term, subject to CPI-based adjustments:

| Contract Year | Proposed Annual Price |
|----------------------|------------------------------|
| Year 2 (FY28) | \$ _____ |
| Year 3 (FY29) | \$ _____ |

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 13, 2024

TO: Purchasing Director

SUBJECT: APPROVAL TO ENTER INTO A CONTRACT, WITH DELTA ELECTRO POWER, INC., FOR MAINTENANCE FOR (3) THREE FOUNTAINS THROUGHOUT THE CITY WITH A CONTINGENCY FOR REPAIRS (EXPIRES JUNE 30, 2025) – DEPARTMENT OF PUBLIC WORKS

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval to Enter into a Contract, with Delta Electro Power, Inc., for Maintenance for (3) Three Fountains throughout the City with a contingency for repairs (expires June 30, 2025), for a total contract amount not to exceed Fifty Thousand Dollars (\$50,000.00) in Fiscal Year 2025, all in accordance with the request of Patricia Coyne-Fague, Director, in communication dated July 31, 2024.

cc: Pur.Dir,
Contr
P/WORKS.
File

Cheven Burgess

Jina L. Mastroianni
City Clerk