

RESOLUTION OF THE CITY COUNCIL

No.387



Approved October 10, 2024

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Change Order Contract Award by the Board of Contract and Supply in accordance with Section 21-26(b)(1) and (4).

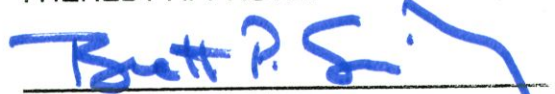
Bowman (formerly McMahon Associates)
(Department of Planning and Development)

\$671,180.13

IN CITY COUNCIL
OCT 03 2024
READ AND PASSED


RACHEL M. MILLER, PRESIDENT.

CLERK

I HEREBY APPROVE.


Mayor

Date: 10/10/24



OFFICE OF THE INTERNAL AUDITOR
City of Providence

June 26, 2024

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

Dear Tina:

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

- **Department of Planning & Development**
 - Requesting Change Order #3 in the amount of **\$76,850.00 (total change orders total \$236,470.00)** for Project management and Post-Design Services – Woonasquatucket River Greenway with **Bowman** for a revised contract amount of **\$671,180.13** in accordance with the Code of Ordinances, Section 21-26 (b) (1) and (4).
- **Water Supply**
 - Approval of a change order in the amount of **\$2,101,340.00** with **E.W. Audet & Sons, Inc** for a revised contract amount of \$5,101,340.00 in accordance with the Code of Ordinances, Section 21-26 (b) (4).

Sincerely,

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

Gina M. Costa
Internal Auditor

Cc: John Arzoomanian, Department of Public Property
Alejandro Tirado, Director of Purchasing
Shomari Husband City Treasurer
Joseph I. Mulligan, III, Director of Planning & Development
Ricky Caruolo, General Manager, WSB



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

06/17/2024

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

RE: Change Order #3 to Re-Bid to Project Management and Post-Design Services-Woonasquatucket River Greenway with Bowman (formerly McMahon Associates) for Additional Contaminated Testing Soil

ID Number: 45769

Original Award Date: March 28, 2022

Original ID Number: 35386

Minority Participation:

0% MBE, 26.76% WBE

Account Code(s): Enter (list of) account code(s)

- 1. PPBA2020A CIP 2.49

Dear Mayor Smiley,

The department of Planning and Development respectfully requests change order #3 with Bowman (formerly McMahon Associates) for Project Management and Post-Design Services-Woonasquatucket River in the amount of \$76,850.00 for additional contaminated soil testing for a revised contract amount of \$671,180.13.

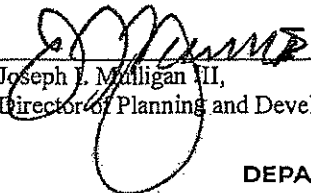
Original Contract Amount:	\$ 426,300.13
Change Order #1	\$ 79,780.00
Change Order #2 (if applicable)	\$79,840.00
Change Order #3 (if applicable)	\$76,850.00
Change Order #4 (if applicable)	\$
Final Contract Amount	\$671,180.13

(Sheet with additional change orders is or is not attached)

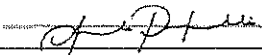
The contract is being amended to provide additional contaminated soils testing requested by RI DEM due to existing field conditions that were unknown during initial project development. These services are necessary to comply with RI DEM regulations set forth in the approved Remedial Action Work Plan.

Bowman (formerly McMahon Associates)
14 Breakneck Road Suite 201
Lincoln, RI 02865

Respectfully Submitted,



Joseph J. Mulligan III,
Director of Planning and Development

Financial Approval:


Amanda Pontarelli, CIP Manager

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

Bowman

June 12, 2024

Ms. Jessica Lance, AICP
Director of Special Projects
Department of Planning and Development
Joseph A Doorley Municipal Building
444 Westminster Street
Providence, RI 02903

RE: **Project Management and Post-Design Services for Woonasquatucket River Greenway
(#: 35386)
Contract Change 3 – Post-Excavation Soil Assessments, Soil Boring, Compliance Reports
PN 312607**

Dear Jess:

Bowman is pleased to submit this contract amendment to provide post-excavation soil assessments, mast arm soil boring, and Remedial Action Work Plan (RAWP) compliance reports for the Woonasquatucket River Greenway (WRG) project. These services are supplemental to the ones already included in our original contract and are required to meet permit requirements and to gather information related to the design of the mast arm foundation. The specific Scope of Services, cost, and assumptions to be completed as part of this proposal are described in the attached backup provided by Apex Companies, and summarized below.

Post Excavation Soil Assessments	\$45,000.00
Mast Arm Soil Boring	\$12,600.00
<u>RAWP Compliance Reports</u>	<u>\$19,250.00</u>
TOTAL	\$76,850.00

The work will be conducted on a time and materials basis not to exceed the costs listed above.

Conditions

The conditions of this contract change agreement will be in line with the original contract signed between the City of Providence and McMahon (Bowman), dated April 2022.

24 Albion Road, Suite 310, Lincoln, RI 02865
P: 401.648.7200
bowman.com

If you should have any further questions or require further information, please feel free to contact me. We look forward to continuing work with you on this project.

Very truly yours,



Robert A. Smith, P.E.
Senior Project Manager/RI Office Lead



Dara Clough, P.E.
Project Manager

By: _____ Title: _____

(Signature of Authorized Representative)

_____ Date: _____

(Print Name)



**Change Order #2
Woonasquatucket River Greenway
Providence, Rhode Island**

To: Robert Smith, P.E.
Bowman
14 Breakneck Hill Road, Suite 201
Lincoln, RI 02865
robertsmith@bowman.com

Date: May 8, 2024

Apex Project #:
MCM006-0309055-24003978
Page: 1 of 1

BACKGROUND

Bowman requested a change order for the assessment of post-excavation soil per the Rhode Island Department of Environmental Management (RIDEM) regulations. On April 26th, 2024, Apex and Ms. Rachel Simpson from RIDEM discuss the post-excavation sampling requirements for this project. Since the majority of the site soils will be covered by an engineered cap per the approved Remedial Action Work Plan (RAWP), soils that are "capped" do not require post-excavation sampling. However, soils that will not be "capped", or if soil is excavated to remediate impacted areas, then post-excavation samples will be required per RIDEM's Guidelines for Expedited Excavation and Disposal Response Actions, Policy Memo 2012-01 revised on February 20, 2019 ("Dig and Haul" Policy). In general, the Dig and Haul policy requires that the bottom and sidewalls of an excavation to be sampled per every 25' x 25' excavation.

Based on the previously collected data and our understanding of the project at this time, Apex will assume that up to ten (10) field events will be required during the duration of this project to evaluate the soil at areas that require soils to be excavated to support the project; specifically the area of the kayak launch, mast arms, underground structure locations, the area of "copper" impacts (boring SB-30), and Pocket Park. All soil samples will be analyzed for the site-wide/compliance point chemical of concerns, which are semi-volatile organic compounds (SVOCs), arsenic, lead, and copper. Based on previous data, Apex is assuming that up to three (3) areas will also require the soil to be analyzed for total petroleum hydrocarbons (TPHs).

The following Scope of Services was developed to properly assess the post-excavation soil conditions.

SCOPE OF SERVICES:

- Preparation of a simple sampling work plan per excavation area
- Up to 8 hours of on-site to collect soil samples (includes equipment, supplies, expenses and senior management support) per sampling event
- Collect 5 grab samples per 25' x 25' excavation; assumes 10 excavation areas
- Laboratory analysis (7-10 business days Turn-Around Time (TAT))
 - Semi-VOCs by EPA 8270;

- Arsenic, lead, and copper by EPA 3050B; and/or
- TPH by EPA 8100M.
- Evaluation of soil data and associated RIDEM correspondence
- Senior management oversight and project support
- Limited meetings and correspondence

Apex will make best efforts to reduce costs by combining field activities with previous approved tasks (i.e. soil disposal sample collect, weekly site checks, etc.). Apex's field technicians are HAZWOPR certified and will be properly protected by Class D PPE. Please note that additional sampling may be required based on the nature and extent of each excavation.

It is Apex's understanding that Manafort will provide and operate all heavy equipment to excavate the soil and will assist Apex with the collection of the soil samples. Apex is not responsible for any activities associated with the advancement of the test pits or other earthwork activities (i.e. DigSafe, private/public utilities, surficial repair, access, notifications, etc.). The disposal of the soil is not associated with this Change Order.

ESTIMATED COST

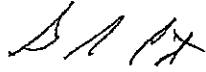
Task	Scope	Estimated Cost
1	Field services to oversee excavation and collect samples (up to 8-hours on-site, deliver samples to lab, equipment, supplies, expenses, and senior management support) - \$1,700/per event (10 Events)	\$17,000
2	Laboratory Analysis: SVOC and metals [As, Pb, and Cu] (\$380 per sample) – 50 Samples (5 samples / 25' x 25' excavation) TPH (\$100/sample) – 15 samples (5 samples / 25' x 25' excavation)	\$19,000 \$1,500
3	Sampling plans, project support, RIDEM correspondence, and limited meetings	\$7,500
	Total	\$45,000

Services will be provided on a Time and Materials (T&M) basis.

Any additional work or costs beyond those detailed herein will be communicated to client and submitted for approval under separate cover.

The scope of work for this revision/addition will be performed in accordance with the terms and conditions of the Standard form of Agreement Between Consultants and Subcontractor for Professional Services dated August 23, 2022. If you have questions or comments regarding this change order or if we can be of further assistance, please do not hesitate to contact me.

SUBMITTED BY:



Authorized Signature

Name: Glen A. Cote

Title: Senior Project Manager

Date: May 8, 2024

ACCEPTED FOR CLIENT BY:

Authorized Signature

Name: _____

Title: _____

Date: _____



**Change Order #3
Woonasquatucket River Greenway
Providence, Rhode Island**

To: Robert Smith, P.E.
Bowman
14 Breakneck Hill Road, Suite 201
Lincoln, RI 02865
robertsmith@bowman.com

Date: May 9, 2024

Apex Project #:
MCM006-0309055-24003978
Page: 1 of 1

BACKGROUND

Apex understands that a Mast Arm will be installed in the area of the Bath Street bridge as part of the Woonasquatucket River Greenway (WRG) Improvement Project. In order to better understand the subsurface conditions, an evaluation of the geotechnical suitability of the Site soil is required to proceed. The Standard Penetration Test (SPT) will be utilized to produce the "N" value (blow count), as requested by the geotechnical engineer, as well as a geotechnical test for the soil.

Scope of Work

Apex will oversee the advancement of one soil boring (up to 30 feet below grade) by a licensed driller using an ATV rotary drill rig at the location of proposed mast arm. Apex will observe the soil conditions encountered and prepare field logs. Geotechnical soil samples will be collected on 2.5 to 5-foot centers using SPT methods to 30 feet below grade surface. This proposal assumes that the drilling will be completed in one day and bedrock will not be encountered. If soft cohesive soils are encountered, one (1) undisturbed Shelby Tube sample will be obtained from an offset boring. In addition, Apex will observe soil conditions to note any indications of subsurface impacts. Apex will utilize a photoionization detector (PID) to screen soils for total organic vapors. If significant indicators of subsurface impacts are encountered, Apex will collect a soil sample for environmental laboratory analyses, as necessary. Once the soil boring is completed, the drilling company will backfill the boring hole to grade. If the boring is located within an asphalt area it be covered with cold-patch asphalt.

Apex's geotechnical engineer will review the boring logs and samples to select specific soil samples for laboratory testing. The proposed soil laboratory testing includes one (1) sample to be tested for USCS classification including grain size, hydrometer, and Atterberg limits. If an undisturbed soil sample is obtained via Shelby Tube, one 3-point peak direct shear test (2.5" shear box) will be completed and one (1) natural moisture content determinations will be completed. Bulk samples will be sampled from select borings. One standard Proctor will also be completed on a bulk sample.

Apex will contact Dig Safe RI to locate public utilities throughout the Site. As this service does not identify privately-owned utilities, Apex will also retain a subcontractor to utilize ground

penetrating radar (GPR), electromagnetic (EM), and other associated methods to clear the boring location. Apex will prepare their internal "ground disturbance permit" utilizing the information collected during the Dig Safe and private utility mark-outs. It is the client's responsibility to assist Apex to location all on-site subsurface utilities or other features which may not be identified by Dig Safe. Apex and Apex's subcontractor are not responsible for damage to any underground utilities or other features not correctly located or identified.

The following Scope of Services was developed to evaluate the geotechnical suitability of the proposed site of the Mast Arm.

SCOPE OF SERVICES:

- Preparation of a work plan
- Private Utility Locator (1/2 day)/ "ground disturbance permit"/HASP
- ATV drill rig and crew (up to 8-hrs). Continuous sampling to 30' below grade. No refusal or bedrock is anticipated.
- Geotechnical drilling oversight (includes field tech up to 8-hours, equipment, supplies, and expenses)
- Collect one (1) sample for geotechnical laboratory analyses
- Collect one (1) sample for environmental parameters (semi-volatile organic compounds (SVOCs), RI 16 priority metals, and/or total petroleum hydrocarbons (TPH).
- Transport sample to the Thielsch Engineering located in Cranston, RI
- Laboratory analysis (7-10 working days Turn-Around Time (TAT))
- One-page summary letter that will include a boring log, site plan depicting the boring location, and analytical reports.
- Senior management oversight and project support
- Limited meetings and correspondence

ESTIMATED COST

Task	Scope	Estimated Cost
1	Sampling plan, private utility locate (1/2 day), Apex "ground disturbance permit", HASP, pre-clear boring, and geotechnical engineer review.	\$2,350
2	Field Services – ATV rig and crew and Apex's drilling oversight (up to 8-hours on-site, deliver samples to laboratory, equipment, supplies, and expenses, and senior management support).	\$5,850
3	Laboratory Analysis (Geotechnical and Environmental)	\$1,850
4	Project support, geotechnical engineer support and data review, and preparation of one-page summary cover letter (includes the boring log, analytical data, and site plan depicting the boring location).	\$2,550
	Total	\$12,600

Services will be provided on a Time and Materials (T&M) basis.

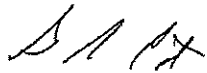
Assumptions:

Several assumptions were relied on to develop the scope of geotechnical services indicated above and the costs included herein. In the event these assumptions are not applicable to the site, additional costs may be incurred.

- An ATV (or similar) drill rig will be used to drill the site;
- The Client will provide authorization to access the proposed boring location, and pathway clearing to access the boring location will be performed by the Client;
- The Client will be responsible for police detail or other traffic controls/protocols;
- Structures, vehicles, equipment, etc. will be cleared from the drilling locations;
- The approximate boring location will be staked/marked in the field by Bowman and coordinated with Apex. The boring will be staked at least three (3) working days prior to drilling operations;
- Broken drill parts from subsurface obstructions will be invoiced at cost;
- Drumming of contaminated soil and/or groundwater is neither anticipated nor included in this cost;
- Site restoration will include backfilling the borings with auger cuttings. No other site restoration is assumed to be necessary; and
- It is the understanding of Apex that Fritz Engineering, LLC of New Philadelphia, Ohio is acting as the geotechnical engineer for ANJ Electric Eye, LLC of Cranston, Rhode Island. Therefore, geotechnical engineer design and report, as well as direct geotechnical consulting will be provided by others and is not the responsibility of Apex.

Any additional work or costs beyond those detailed herein will be communicated to client and submitted for approval under separate cover. The scope of work for this revision/addition will be performed in accordance with the terms and conditions of the Standard form of Agreement Between Consultants and Subcontractor for Professional Services dated August 23, 2022. If you have questions or comments regarding this change order or if we can be of further assistance, please do not hesitate to contact me.

SUBMITTED BY:



Authorized Signature

Name: Glen A. Cote

Title: Senior Project Manager

Date: May 9, 2024

ACCEPTED FOR CLIENT BY:

Authorized Signature

Name: _____

Title: _____

Date: _____



**Change Order #4
Woonasquatucket River Greenway
Providence, Rhode Island**

To: Robert Smith, P.E.
Bowman
14 Breakneck Hill Road, Suite 201
Lincoln, RI 02865
robertsmith@bowman.com

Date: May 8, 2024

Apex Project #:
MCM006-0309055-24003978
Page: 1 of 1

BACKGROUND

In December 2021, the City of Providence submitted a Remedial Action Work Plan (RAWP) to the Rhode Island Department of Environmental Management (RIDEM) in accordance with Section 1.10 of the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations). A RIDEM Remediation Approval Letter dated December 6, 2021 outlined the required actions, which includes the submitted of a RAWP Closure Report. According to Section 1.12.5 of the Remediation Regulations, Progress Reports must be submitted at least quarterly, detailing activities specified in the RAWP and the results of all sampling and analysis conducted at the Site. Per a site meeting with Apex and Ms. Rachel Simpson of RIDEM on April 30, 2024 during the initial soil removal activities at Eagle Square, the quarterly reports will begin on the 2nd Quarter of the 2024 (March to June), and continue until the project is completed. Based on Apex's current understanding of the project schedule and the kayak launch being completed by April 2025, the construction activities will be completed in April 2025, therefore it is anticipated that four (4) Progress Reports (Q2 (June), Q3 (September), Q4 (December), and Q1 2025 (March)) will be required. In addition, Section 1.12.9 of the Remediation Regulations requires a Closure Report be submitted to RIDEM within 60 days of the completion of the project.

The following Scope of Services was developed to satisfy the requirements of the RIDEM Remediation Regulations and complete the RAWP.

SCOPE OF SERVICES:

- Compiling soil disposal and capping documentation
- Identifying "caps" and locating them on site plans
- Data table summary and evaluation
- Preparation of four (4) RAWP Progress Reports
- Preparation of a RAWP Closure Report
- Senior management oversight and project support
- Limited meetings and correspondence
- RIDEM correspondence

ESTIMATED COST

Task	Scope	Estimated Cost
1	RAWP Progress Reports \$3,250/report - Four (4) Reports	\$13,000
2	RAWP Closure Report	\$6,250
	Total	\$19,250

Services will be provided on a Time and Materials (T&M) basis.

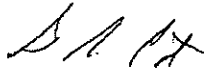
Assumptions:

Any additional work or costs beyond those detailed herein will be communicated to client and submitted for approval under separate cover.

- Regulatory fees are not included (if applicable)
- Regulatory audit reviews may be necessary and if changes are required they will be provided at additional costs
- Regulatory documentation outside this scope of work is not included
- New reportable conditions discovered will be managed separately

The scope of work for this revision/addition will be performed in accordance with the terms and conditions of the Standard form of Agreement Between Consultants and Subcontractor for Professional Services dated August 23, 2022. If you have questions or comments regarding this change order or if we can be of further assistance, please do not hesitate to contact me.

SUBMITTED BY:



Authorized Signature

Name: Glen A. Cote

Title: Senior Project Manager

Date: May 8, 2024

ACCEPTED FOR CLIENT BY:

Authorized Signature

Name: _____

Title: _____

Date: _____

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: March 25, 2024

TO: Purchasing Director

SUBJECT: APPROVAL OF CHANGE ORDER #2, WITH BOWMAN (FORMERLY MCMAHON ASSOCIATES), FOR RE-BID PROJECT MANAGEMENT AND POST-DESIGN SERVICES- WOONASQUATUCKET RIVER GREENWAY – DEPARTMENT OF PLANNING & DEVELOPMENT

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval of Change Order #2, with Bowman (formerly McMahan Associates), for Re-Bid Project Management and Post-Design Services-Woonasquatucket River Greenway, in the amount of Seven Nine Thousand Eight Hundred Forty Dollars (\$79,840.00), for required materials testing services per RIDOT standards, for a revised total contract amount not to exceed Five Hundred Eighty Five Thousand Nine Hundred Twenty Dollars and Thirteen Cents (\$585,920.13), all in accordance with the request of Joseph Mulligan, III, Director, in communication dated March 12, 2024.

cc: Pur. Dir.
Contr
P&D.
File

Jina L. Mastroianni
City Clerk



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

03/12/2024

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

RE: Change Order #2 to Project Management and Post-Design Services-Woonasquatucket River
Greenway with Bowman (formerly McMahon Associates)

ID Number 44556

Original Award Date: March 28, 2022

Original ID Number: 35386

Minority Participation: 0% MBE, 26.76% WBE

Account Code(s):

I. PPBA2020A CIP 2.49

Dear Mayor Smiley,

The department of Planning and Development respectfully requests change order #2 with Bowman (formerly McMahon Associates) for Project Management and Post-Design Services-Woonasquatucket River in the amount of \$79,840.00 for required materials testing services per RIDOT standards for a revised contract amount of \$585,920.13.

Original Contract Amount:	\$ 426,300.13
Change Order #1	\$ 79,780.00
Change Order #2 (if applicable)	\$79,840.00
Change Order #3 (if applicable)	\$
Change Order #4 (if applicable)	\$
Final Contract Amount	\$585,920.13

(Sheet with additional change orders is or is not attached)

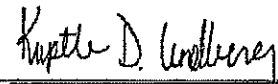
The contract is being amended to provide soils and construction materials testing per RIDOT standards, as required in the City's contract with RIDOT, which is needed within construction administration services.

Funds in the amount of \$585,920.13 are available in account PPBA2020A CIP 2.49.

Bowman (formerly McMahon Associates)
14 Breakneck Road Suite 201
Lincoln, RI 02865

Respectfully Submitted,


Joseph I. Mulligan II,
Director of Planning and Development


Financial Approval:


Amanda Pontarelli, CIP Manager

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

Bowman

March 7, 2024

Ms. Jessica Lance, AICP
Director of Special Projects
Department of Planning and Development
Joseph A Doorley Municipal Building
444 Westminster Street
Providence, RI 02903

RE: **Project Management and Post-Design Services for Woonasquatucket River Greenway**
(#: 35386)
Contract Change 1 – Materials Testing Services
PN 312607

Dear Jess:

Bowman is pleased to submit this contract amendment to provide materials testing services for the Woonasquatucket River Greenway (WRG) project. As discussed with the City of Providence, the scope of work outlined below is to complete materials testing in accordance with RIDOT standards and provide coordination with the materials testing companies. These services were originally anticipated to be obtained by the City directly. In addition, soil pre-characterization will occur per the RIRRC Alternative Cover Material Acceptance Policy. These services are supplemental to the ones already included in our original contract. The specific Scope of Services to be completed as part of this proposal is described below:

Scope of Services

- Coordinate and monitor field/laboratory materials testing and documentation. This task will be performed by Bowman.
- Perform characterization testing of soils and prepare the required soil disposal package for RIRRC. Apex Companies' contract will be amended to include this work.
- Perform materials testing in accordance with RIDOT standards. Thielsch will be subcontracted to Bowman and all materials testing will be paid for under an expenses line item.

Assumptions

For this proposal, it is assumed that roadway construction will occur in 2024 with the kayak launch being completed in early 2025.

Exclusions

For this proposal, supervision or direction of the actual construction operations is not included and we are not responsible for any activities associated with the advancement of the test pits (i.e. DigSafe, private/public utilities, surficial repair, access, notifications, etc.).

24 Albion Road, Suite 310, Lincoln, RI 02865
P: 401.648.7200
bowman.com

Fee

We will perform the scope of services outlined above in order to complete the materials testing for the proposed project on a time and materials basis. Based on the scope and schedule described herein, we estimate the total cost of the work to be as shown below:

Bowman (coordination)	\$5,940
Apex Companies (soil testing)	\$29,900
Thielsch (materials testing as expenses)	<u>\$44,000</u>
Total	\$79,840

Schedule

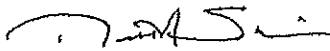
As noted above, materials testing activities are anticipated throughout 2024 and into 2025.

Conditions

The conditions of this contract change agreement will be in line with the original contract signed between the City of Providence and McMahon (Bowman), dated April 2022.

If you should have any further questions or require further information, please feel free to contact me. We look forward to continuing work with you on this project.

Very truly yours,



Robert A. Smith, P.E.
Senior Project Manager/RI Office Lead



Dara Clough, P.E.
Project Manager

By: _____ Title: _____

(Signature of Authorized Representative)

_____ Date: _____

(Print Name)



**Change Order #1
Revision #1
Woonasquatucket River Greenway
Providence, Rhode Island**

To: Robert Smith, P.E.
Bowman
14 Breakneck Hill Road, Suite 201
Lincoln, RI 02865
robertsmith@bowman.com

Date: March 6, 2024

Apex Project #:
MCM006-0309055-24003978
Page: 1 of 1.

BACKGROUND

As discussed on February 15, 2024, Bowman requested a change order to pre-characterize the soil for disposal at the Rhode Island Resource Recovery Corporation (RIRRC) Landfill. Per RIRRC Alternative Cover Material Acceptance Policy, one soil sample is required for every 1,000 tons of soil (approx. 650 cyds).

On February 29, 2024, Apex, Bowman and Manafort Brothers, Inc. (Manafort) conducted an on-site meeting to discuss the soil excavation and management plan. Manafort estimated a total of approximately 9,200 cyds (13,800 tons) of impacted soil will need to be potentially disposed off-site to complete the project (this volume is based on the estimated volumes in the Request for Bid package). Based on the discussions at this meeting and Manafort's excavation plan, soil samples to characterize the soil for disposal will be collected in stages as the project progresses. Initial soil characterization will be in the area of Pocket Park (corner of Kinsley Avenue and Eagle Street), then continue down Kinsley Avenue. The plan is to collect disposal characterization samples in approximately 1,000 cyd intervals as the pavement is stripped and the soil is exposed. Based on this plan, a total of 14 soil samples will be collected at various intervals of the project to characterize the soil for disposal.

The following Scope of Services was developed to properly characterize the soil and to prepare the required soil disposal package for RIRRC. It is Apex's understanding that Manafort will provide and operate a mini-excavator (or equivalent) to collect the soil samples. Apex recommends advancing 6 to 8 test pits/ grab samples per composite sample to properly profile the soil (e.g. 6 to 8 grab samples from the test pits that will be composited into one sample per 1,000 tons).

SCOPE OF SERVICES:

- Preparation of a simple sampling work plan
- Up to 8 hours of on-site to collect soil samples (includes equipment, supplies, and expenses) to collect samples at Pocket Park area
- Collect 14 composite samples (various events during the project)
- Transport samples to the ESS Laboratory located in Cranston, RI

- Laboratory analysis (10 working days Turn-Around Time (TAT))
 - Volatile organic compounds (VOCs) by EPA 8260 method
 - Semi-VOCs by EPA 8270
 - Total Petroleum Hydrocarbons (TPH) by EPA 8100M
 - Polychlorinated Biphenyls (PCBs) by EPA 3540/8082
 - RI Landfill 16 metals
 - Toxic Characteristic Leaching Procedure (TCLP)
 - pH
 - Sieve
- Evaluation of soil data and prepare disposal packages (additional profiles as project progresses)
- Preparation of Material Shipment Records
- Summary of soil disposal activities
- Senior management oversight and project support
- Limited meetings and correspondence

Apex assumes that the test pit activities/accessing soil will be conducted by Manafort and the soil samples will be manually collected. Apex is not responsible for any activities associated with the advancement of the test pits or other earthwork activities (i.e. DigSafe, private/public utilities, surficial repair, access, notifications, etc.). Apex's field technicians are HAZWOPR certified and will be properly protected by Class D PPE. Apex assumes that the soil will be disposal at the RIRRC. Note: Additional sampling may be required based on the selected disposal facility.

ESTIMATED COST

Task	Scope	Estimated Cost
1	Field Services per day (up to 8-hours on-site, deliver samples to lab, equipment, supplies, and expenses, and senior management support) - \$2,150/day – One day to collect samples at Pocket Park	\$2,150
1	Field Services to collect samples when asphalt is stripped and the soil is accessible (up to 4-hours on-site, deliver samples to lab, equipment, supplies, and expenses, and senior management support) - \$1,250/per ½ day event	\$6,250
1	Laboratory Analysis (\$1,000 per sample) – 14 Samples	\$14,000
2	Sampling Plan, Soil Disposal Package, Additional Acceptable Packages, Summary Letter, Project Support, and Limited Meetings (assumes 2 meetings to discuss scope)	\$7,500
	Total	\$29,900

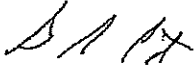
Services will be provided on a Time and Materials basis.

Assumptions:

Any additional work or costs beyond those detailed herein will be communicated to client and submitted for approval under separate cover. Additional soil sampling will be conducting during scheduled project inspection events. Apex has provided budget to collect samples for 5 events. The scope of work for this revision/addition will be performed in accordance with the terms and conditions of the Standard form of Agreement Between Consultants and Subcontractor for Professional Services dated August 23, 2022. If you have questions or comments regarding this change order or if we can be of further assistance, please do not hesitate to contact me.

SUBMITTED BY:

ACCEPTED FOR CLIENT BY:



Authorized Signature

Authorized Signature

Name: Glen A. Cote

Name: _____

Title: Senior Project Manager

Title: _____

Date: March 6, 2024

Date: _____

ESTIMATE

Thielsch, Inc.
 195 Frances Avenue, Cranston, Rhode Island 02910
 P: (401) 467-6454 | F: (401) 467-2398
 cts.thielsch.com

Client Information:
 Bowman Consulting Group Ltd.
 24 Albion Road, Suite 310, Lincoln, RI 02865
 dclough@bowman.com

DATE:	2/16/2024
PROJECT NAME:	Woonasquattucket River Greenway Providence, RI
PROPOSAL NUMBER:	TEI-74-24-3025

SPECIFICATION	Cost Per	Quantity	Day Rate	Hourly Rate	Total	Comments	
EARTHWORK/ASPHALT INSPECTION							
Density Testing - Half Day All Inclusive*			\$ 530	\$ 80	\$ -		
Density Testing - Full Day All Inclusive*			\$ 866	\$ 80	\$ -		
Basic Soil Nutrient Testing (Modified Morgan)	\$ 105				\$ -	Includes NPK, CEC, soluble salts, recommendations	
Sieve Analysis (ASTM D6913)	\$ 100				\$ -		
Modified Proctor (ASTM D1557)	\$ 195				\$ -		
Asphalt Core	\$ 90				\$ -		
Theoretical Maximum Specific Gravity Test (ASTM D2041/AASHTO T209)	\$ 100				\$ -		
Asphalt Extraction (Centrifuge Method) (ASTM D2172/AASHTO T30)	\$ 165				\$ -		
Mechanical Size Analysis of Extracted Aggregate (ASTM D5444)	\$ 100				\$ -		
*Includes report review/distribution, scheduling & mileage					\$ -		
					\$ -		Subtotal
					\$ -		
CONCRETE/REBAR/MASONRY INSPECTION							
Concrete/Rebar/Masonry Inspection - Half Day*			\$ 470	\$ 80	\$ -		
Concrete/Rebar/Masonry Inspection - Full Day*			\$ 806	\$ 80	\$ -		
Dedicated Sample Pickup	\$ 88				\$ -		
Compression of Brick/Pavers (ASTM C67)	\$ 175				\$ -	15 Bricks	
Brick/Pavers Density and Absorption (ASTM C67)	\$ 175				\$ -	15 Bricks	
4"x8" Concrete Cylinders (ASTM C39)	\$ 30				\$ -		
6"x12" Concrete Cylinders (ASTM C39)	\$ 40				\$ -		
*Includes report review/distribution, scheduling & mileage					\$ -		
					\$ -	Subtotal	
					\$ -		
ANALYTICAL TESTING - IMPORTED SOIL							
Soil Sampling Trip All Inclusive			\$ 475		\$ -	Per each sampling event	
Requested Analytical Characterization Suite (Standard 5- to 7-day TAT)	\$ 750				\$ -	One (1) sample per 2000 cubic yards	
Requested Analytical Characterization Suite (Expedited 3-day TAT)	\$ 1,125				\$ -	If requested	
Clean Import Certification Memo	\$ 275				\$ -	Per Material Source	
					\$ -	Subtotal	
					\$ -		
ANALYTICAL TESTING - EXCESS SOIL							
Soil Sampling Trip All Inclusive (OSHA 40 Technician)			\$ 475		\$ -	Per each sampling event	
RIRRC Soil Disposal Characterization Suite (Standard 5- to 7-day TAT)	\$ 1,085				\$ -	1 sample per 1000 tons of material	
RIRRC Disposal Initial Application Package	\$ 495				\$ -	If requested, one per project per site	
					\$ -	Subtotal	
					\$ -		
ENGINEERING SERVICES							
Professional Engineer				\$ 175	\$ -	Licensed Civil PE	
QA/QC Engineer				\$ 125	\$ -		
Project Manager				\$ 120	\$ -		
					\$ -	Subtotal	
					\$ -		
					\$ -	TOTAL	

Notes:

Quote is valid for 90 days. Rates are good through December 31, 2024. Rates will increase 5% at the beginning of each calendar year starting on January 1, 2025.

Overtime hours (beyond 8 hours per day) will be charged at 1.5X the standard hourly rate.

Terms on the following page are a condition of this estimate and must be included in any purchase order, agreement or contract.

The requested analytical characterization suite for import soil sample includes: VOC (8260), SVOC (8270), PCB (8082), TPH (8100), 13 Priority Pollutant Metals - (Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Ti, Zn).

The requested analytical test suite for excess soil includes: VOC (8260), SVOC (8270), PCB (8082), TPH (8100), RI Disposal - 16 Metals (Ag, As, Ba, Be, Cd, Cr, Cu, Hg, Mn, Ni, Pb, Sb, Se, Ti, Zn), Total Cyanide, Flash Point, pH, Free Liquids, and Particle Size.

ESTIMATE

Thielsch, Inc.
195 Frances Avenue, Cranston, Rhode Island 02910
P: (401) 467-6454 | F: (401) 467-2398
cts.thielsch.com

Client Information:
Bowman Consulting Group Ltd.
24 Albion Road, Suite 310, Lincoln, RI 02865
dcclough@bowman.com

DATE	2/16/2024
PROJECT NAME:	Woonasquatucket River Greenway Providence, RI
PROPOSAL NUMBER:	TEI-74-24-3025

Approved by:

Printed Name & Title

Signature

Date

ESTIMATE

Thielsch, Inc.
195 Frances Avenue, Cranston, Rhode Island 02910
P: (401) 467-6454 | F: (401) 467-2398
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Client Information:
Bowman Consulting Group Ltd.
24 Albion Road, Suite 310, Lincoln, RI 02865
dclough@bowman.com

DATE	2/16/2024
PROJECT NAME	Woonasquatucket River Greenway Providence, RI
PROPOSAL NUMBER:	TEI-74-24-3025

TERMS AND CONDITIONS

Payment is due within 30 days of the invoice date.

Laboratory standard turnaround for results is five (5) business days beginning the day after a sample is received. Turnaround times are dependent on adherence to applicable ASTMs and number of samples submitted. Turnaround for Rock and Shelby tube samples is seven to ten (7-10) business days.

Rates require a minimum half day visit, portal to portal, from Cranston, Rhode Island or Braintree, Massachusetts. Half day is defined as four (4) hours or less. Full day is defined as eight (8) hours or less.

Hours beyond 8 hours per day and Saturday are 1.5 times the standard hourly rate. Sunday, holiday and premium rates are 2 times the standard hourly rate. Overtime rates apply for all services (i.e. engineering, technical, consulting, etc.). After hours work (6pm - 5am) will be charged as full days only at an additional 15%.

Stand-by and/or delays are invoiced at standard rates up to 8 hours per day unless otherwise specified. Cancellation after 4:00pm the day previous to scheduled services may result in a 4-hour minimum charge. Same day cancellations for night work are subject to an 8-hour charge. Late scheduling after 2:00pm the previous day may be subject to a \$50 surcharge.

Laboratory testing rates are based on a five (5) business day turnaround for results. Rush times are dependent on adherence to applicable ASTMs. Rush services are available on the following sliding surcharge scale:

4-day TAT: 25% | 3-day TAT: 50% | 2-day TAT: 75% | 1-day TAT: 100%

Purchase Order and/or signed contract required to begin project. Additional work requested by the client beyond the original Scope of Work will be negotiated separately.

Client certifies that any sample delivered or arranged for delivery to Thielsch Engineering, Inc. (TEI) will be packaged, labeled, transported and delivered properly and in accordance with all applicable laws and regulations. TEI shall have no responsibility or liability in connection with the transport or delivery of any such sample to or from TEI, unless TEI agrees in writing to accept responsibility for transport or delivery of the sample to or from TEI.

TEI may at any time refuse to accept, or revoke acceptance of, any sample which in the judgement of TEI is of unsuitable volume, may be/becomes unsuitable or poses a risk for handling, transport or processing for any health, safety, environmental or other reason.

Client certifies that all samples delivered to TEI will be preceded or accompanied by complete written disclosure of the presence of any hazardous, toxic or dangerous substances ("pollutants"), if such substances are known or suspected by Client to be present in the sample or at the site of collection. Client agrees to defend, indemnify and hold harmless TEI, its employees, agents and subcontractors from any claims for any liability, penalty, injury, death, or damage resulting from Client's failure to notify TEI in advance of delivery of sample to TEI's laboratory that such samples contain pollutants, if such substances are known or suspected by Client to be present in the sample or at the site of collection. Any hazardous materials will be returned to Client for disposal.

Unclassified Environmental disposal samples submitted to TEI's Construction Testing Services (CTS) department for grain size analysis may be tested in the standard turnaround time for a 100% hazardous surcharge. Grain size analysis can also be performed after Environmental disposal results become available and are reviewed. In this case, samples will be tested with a hazardous surcharge appropriate to their Environmental results. As an alternative, Unclassified Environmental disposal samples may be evaluated without a hazardous surcharge via Visual-Manual classification with Amount of Material Finer than #200 sieve by washing for an additional cost, see Rate Schedule.

TEI may dispose of any samples used in testing or remaining after testing in its Laboratories in accordance with applicable laws not less than thirty (30) days after submitting test results to Client. Samples can be held beyond the thirty days for an additional cost.

Client is required to receive approvals from all applicable authorities for TEI to perform their services.

All tests and inspections are based on standard industry practices or samples. Non-standard procedures, samples or conditions will be quoted separately.

The estimated fees include all services defined above assuming there are no significant changes resulting from decisions, conditions and/or events beyond the control of TEI.

Rates are subject to change and will be confirmed prior to the start of work. TEI reserves the right to increase prices at the end of each calendar year for on-going projects.

TEI letters, inspection reports, analysis reports and engineering reports apply only to the specific materials, products or processes tested, examined, surveyed, inspected or calculated and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processes.

The liability of TEI with respect to the services rendered shall be limited to the amount of the consideration paid for such services, and shall not include any consequential damages.

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: July 3, 2023

TO: Purchasing Director

SUBJECT: **APPROVAL OF CHANGE ORDER #1, WITH MCMAHON ASSOCIATES, FOR RE-BID PROJECT MANAGEMENT AND POST-DESIGN SERVICES-WOONASQUATUCKET RIVER GREENWAY – DEPARTMENT OF PLANNING AND DEVELOPMENT**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval of Change Order #1, with McMahon Associates, for Re-Bid Project Management and Post-Design Services- Woonasquaticket River Greenway, in the amount of Seventy Nine Thousand Seven Hundred Eighty Dollars (\$79,780.00), for additional time and work needed to complete construction administration, for a revised total contract amount not to exceed Five Hundred Six Thousand Eighty Dollars and Thirteen Cents (\$506,080.13), all in accordance with the request of Joseph I. Mulligan, III, Director, in communication dated June 22, 2023.

cc: Pur.Dir.
Contr
Planning & Dev.
File

CB

Jina L. Mastroianni
City Clerk



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

06/22/2023

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

RE: Change Order to Project Management and Post-Design Services-Woonasquatucket River
Greenway with McMahon Associates for Additional Time and Work Needed to Complete this Project.

ID Number: 41347

Original Award Date: March 28, 2022

Original ID Number: 35386 Minority Participation: 0% MBE, 26.76% WBE
Account Code(s): Enter (list of) account code(s)
1. PPBA2020A CIP 2.49

Dear Mayor Smiley,

The department of Planning and Development respectfully requests change order #1 with McMahon Associates for Project Management and Post-Design Services-Woonasquatucket River in the amount of \$79,780.00 for additional time and work needed to complete construction administration for a revised contract amount of \$506,080.13.

Original Contract Amount:	\$ 426,300.13
Change Order #1	\$ 79,780.00
Change Order #2 (if applicable)	\$
Change Order #3 (if applicable)	\$
Change Order #4 (if applicable)	\$
Final Contract Amount	\$506,080.13

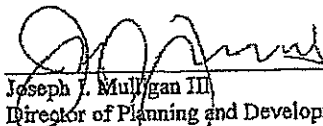
(Sheet with additional change orders is or is not attached)

The contract timeline has been extended due to delays in project reviews, permitting, and bidding schedules. The project is now expected to be completed in fall 2024.

1. Funds in the amount of \$506,080.13 are available in account PPBA2020A CIP 2.49.

McMahon Associates
14 Breakneck Road Suite 201
Lincoln, RI 02865

Respectfully Submitted,


Joseph J. Mulligan III
Director of Planning and Development


Sara Silveria
Financial Approval:

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

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: March 28, 2022

TO: Purchasing Director

SUBJECT: **RE-BID PROJECT MANAGEMENT AND POST-DESIGN SERVICES-WOONASQUATUCKET RIVER GREENWAY – DEPARTMENT OF PLANNING AND DEVELOPMENT.**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director be authorized to engage McMahon Associates, 14 Breakneck Road, Suite 201, Lincoln, RI 02865, high bidder (based on the analysis of the Proposal Submittal Requirements, Evaluation Criteria and Selection Process as explained in detail in the RFP that was issued, the low bidder's proposal was determined to be non-responsive to the requirements of the RFP), for Re-bid Project Management and Post-Design Services-Woonasquatucket River Greenway, in a total amount not to exceed Four Hundred Twenty Six Thousand Three Hundred Dollars and Thirteen Cents (\$426,300.13), all in accordance with the offer of said firm submitted on February 28, 2022.

cc: Pur.Dir.
Contr
P&D
File

Handwritten initials, possibly "AB", in black ink.

Jina L. Mastroianni
Acting City Clerk



June 2, 2023

Ms. Jess Lance, AICP
Acting Director of Special Projects
Department of Planning and Development
Joseph A Doorley Municipal Building
444 Westminster Street
Providence, RI 02903

**RE: WRG PS&E & Post-Design Services
McMahon Project Number Y17500.24**

Dear Jess:

McMahon, a Bowman company, is pleased to submit this contract amendment for the Woonasquatucket River Greenway (WRG) project. The scope of work outlined below includes activities that were not part of the original scope of work.

As you are aware, several factors have contributed to the advertising of this project being delayed over what was anticipated when the scope was originally developed for PS&E & Post-Design Services. One factor was incorporation of the work at 373 Promenade, and the remaining budget from that contract was utilized to cover incorporating that work. However, there have been several additional tasks that have developed as we work toward finalizing the design of this project that were not anticipated originally, including the additional time required to reach advertising. Those items are detailed below.

Task 1 Project Administration

- The original schedule included in the Request for Proposals for the PS&E and Post-Design service contract for WRG (RFP #35386) had construction completing in June 2023 and it was assumed the project administration would continue through March 2024. With the delays related to the PS&E and Advertising Submissions, the contract is expected to extend until June 2025. The lengthening of the project schedule requires additional time (15 months) for monthly progress reports, biweekly meetings, and meetings with RIDOT.

Task 2 Project Schedule Revisions

- Due to delays related to the PS&E and Advertising Submissions of the project, the project schedule was updated an additional two times for submission to RIDOT (November 2022 and February 2023).

14 Breakneck Hill Road, Suite 201, Lincoln, RI 02865
P: 401.648.7200
mcmahonassociates.com | bowman.com

Task 3 PS&E Design Services

- The PS&E submission was sent to RIDOT on June 15, 2022. There are no changes to this task as part of this contract amendment.

Task 4 Advertising Services

- As part of the preparation of the advertising submission, additional tasks were completed, including the following:
 - A field meeting and design revisions to accommodate loading areas at 350 Kinsley Avenue due to a new tenant in the building. The curb extension on the northwest corner of the Kinsley Avenue/Acorn Street intersection was revised to provide access, impacting the green infrastructure in the extension. Plan and OPCC revisions were required.
 - As part of the PS&E approval, RIDOT required an updated OPCC to obtain the funding letter. RIDOT specified items that the federal funding would pay for and required that items were paid for under a single funding source in order to simplify the invoices and for DBE tracking. In addition, RIDEM required that construction items matched what was applied for under their Climate Resilience Fund grant. This required a re-balancing of the estimate to ensure that all items were accounted for under the appropriate funding sources.
 - The Weighted Average Unit Prices from the RIDOT PMP were not available for the majority of 2022 due to RIDOT switching to a new procurement program (Ocean State Procures (OSP)). Bid tabs from recent RIDOT and City projects were obtained and compared to estimate the prices in the OPCC. Once the OSP WAUP was released, the prices used in the OPCC were confirmed.
 - Value engineering was performed and bid alternatives considered for the project due to the increase in construction costs.
 - Coordination was undertaken with RIDOT and the City to update the contract book with respect to DBE/MBE/WBE requirements. Once the DBE requirements were determined, changes were made to the Providence standard contract book.
 - RIDOT determined that some recently replaced (by others) curb ramps in the project area were not ADA compliant. The curb ramp on the southeast corner of the Kinsley Avenue/Acorn Street intersection was added to the project in order to bring it up to compliance with ADA. Plan and OPCC revisions were required.
 - Preparation of a rough design fee estimate and construction cost change for the re-design of Kinsley Avenue to provide two-way access. This task involved two meetings with the City and Capco Steel to discuss access and the project changes. AutoTURN was used to determine truck access routes and circulation graphics were prepared.



- o Preparation of an exhibit showing new curb cut changes on Kinsley Avenue. These curb cut changes were developed based on coordination with Capco Steel, and incorporated into the final advertising submission. Plan and OPCC revisions were required.
- o The initial advertising submission was transmitted to the City on February 22, 2023 with an advertisement date of March 13, 2023. The next advertising submission was transmitted to the City on March 15, 2023 with an advertisement date of March 27, 2023. The final advertising submission was transmitted to the City on May 9, 2023 with an advertisement date of May 22, 2023. For each submission, dates throughout the contract book and on the plans were required to be updated.
- o Incorporation of the new City RFP template into the contract book.

As the project has now finally reached the advertising period, all of the hours in Tasks 3 and 4 (as well as those utilized from the 373 Promenade project) have been expended. In order to address the above items of extra work, and keep the project progressing toward advertising, we have charged additional time to the Project Administration task (Task 1). This amendment is proposed to replenish those hours so that ample time remains to perform Project Administration through the construction period.

Task 5 Post-Design Services

- In anticipation of upcoming post-design services, additional tasks are expected, including the following:
 - o Due to the multiple funding sources for the project, the Contractor will be required to submit separate invoices. Additional hours will be required in order to review the invoices.
 - o Based on recent experience closing out City of Providence projects that had RIDOT funding, additional hours are anticipated to be required for the project walk-through and punch list coordination. Two additional iterations of the punch list will be provided.

The above-mentioned services will be provided through the construction and post design of WRG. The requested hours are proposed to be added to the existing Task 5 budget.

Fee

For the scope of services outlined above, the McMahon team can complete the additional services for a total fee of \$79,780.00, which is broken down per team member as follows:

McMahon, a Bowman company	Task 1	\$46,760.00
	Task 5	\$14,170.00
Horsley Witten	Task 1	\$18,850.00
	Total	\$79,780.00

14 Breakneck Hill Road, Suite 201, Lincoln, RI 02865
 P: 401.648.7200
 mcmahonassociates.com | bowman.com



Conditions

The conditions of this contract change agreement shall be performed in strict accordance with the Terms and General Conditions prescribed in Base Contract Agreement entitled "Project Management and Post-Design Services-Woonasquatucket River Greenway" dated April 4, 2022, as if attached and written in full. Any changes in the specific work program described as above may result in an adjustment in the conditions and fees subject to written approval by the Owner.

If you should have any further questions or require further information, please feel free to contact us.

Sincerely,

Robert A. Smith, P.E.
Senior Project Manager

Accepted By: _____ Title: _____
(Signature of Authorized Representative)

_____ Date: _____
(Printed Name of Authorized Representative)

McMAHON, A BOWMAN COMPANY
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
JANUARY 2023

The following per hour rates will apply to actual time devoted by staff of McMahon, a Bowman Company (McMahon) to this project. McMahon reserves the right to adjust individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the way charges are computed and billed and will not affect other terms of this Agreement, such as estimated total cost, unless so stated in writing. The following ranges of rates will apply to actual time devoted by McMahon staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Field Personnel	\$ 50.00 - \$75.00
Technician / Admin I - V	\$ 80.00 - \$115.00
Survey Technician	\$ 90.00 - \$105.00
Party Chief / Chief of Surveys	\$140.00 - \$180.00
Engineer / Planner I - VI	\$115.00 - \$155.00
Senior Engineer / Planner I - V	\$160.00 - \$200.00
Senior Engineer / Planner VI - XI	\$210.00 - \$260.00
Sr. Associate / Principal	\$265.00 - \$270.00

TERMS

1. **Payment:** Payment is due upon receipt of invoices within 30 days. Client agrees to pay interest at the rate of 1 and 1/2% per month on invoices that are more than 30 days past due. After 30 days past due, McMahon may suspend services and refuse to release work until Client has paid all amounts due. If payment is not made in accordance with the Agreement, Client agrees to pay reasonable attorney's costs and fees incurred by McMahon to collect payment.
2. **Expenses - Automatic Traffic Recorder equipment usage** will be billed at \$50.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include, for example, subconsultants, reproduction, postage, graphics, mileage reimbursement at the IRS-approved rate, parking, and tolls. These expenses will be reflected in the monthly invoices.
3. **Fees and Schedule:** Fees and schedule commitments will be subject to change for delays caused by Client's failure to provide specific facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
4. **Termination:** No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and McMahon is afforded an opportunity to respond. Where the method of payment is a lump sum, Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs McMahon incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs McMahon incurred for commitments made prior to cancellation.
5. **Drawings, Sketches and Specifications:** All drawings, sketches, specifications and other documents in any form, including electronic, prepared by McMahon are instruments of McMahon's services, and as such are and shall remain McMahon's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement. The documents are prepared for use on this project only and are not appropriate for use on other projects, any additions or alterations of the project, or completion of the project by others. Use of the documents in violation of this paragraph without the express written consent of McMahon is prohibited and shall be at Client's sole risk. Client agrees to indemnify, defend and hold harmless McMahon from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. **Confidentiality:** Technical and pricing information in this proposal is the confidential and proprietary property of McMahon and is not to be disclosed or made available to third parties without the written consent of McMahon.
7. **Insurance:** McMahon will maintain at its own expense Worker's Compensation insurance, comprehensive general liability insurance and professional liability insurance.
8. **Approvals:** McMahon does not represent or warrant that any permit or approval will be issued by any governmental body.
9. **Professional Standards:** McMahon will perform its work in accordance with generally accepted professional standards. There are no other warranties, express or implied. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
10. **Expert Witness Fees:** Client agrees to pay reasonable expert witness fees if McMahon or any of its employees are subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration or mediation to which Client is a party.
11. **Hazardous Waste:** Unless otherwise provided in this Agreement, McMahon shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the project site.
12. **Assignment:** McMahon and Bowman are considered the same and interchangeable for this Agreement. Neither the Client nor McMahon/Bowman shall assign this Agreement without the written consent of the other.