PROVIDENCE WATER

125 DUPONT DRIVE
PROVIDENCE, RHODE ISLAND 02907
TELEPHONE: (401) 521-6300

REQUEST FOR PROPOSALS

INSPECTION & REHABILITATION OF THE SUPPLEMENTAL TUNNEL & AQUEDUCT

2025 – 2026
78-INCH AQUEDUCT &
102-INCH AQUEDUCT – UPSTREAM SECTION

PROJECT NUMBER: 848-20242

OCTOBER 21, 2024

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: INSPECTION & REHABILITATION OF THE SUPPLEMENTAL TUNNEL & AQUEDUCT – 78-INCH AQUEDUCT & 102-INCH AQUEDUCT - UPPER SECTION - EXP 12/31/26 WITH 1 OPTION YEAR

Procurement/MinuteTraq #: 47306

Date to be opened: 2:15 P.M. ON DECEMBER 16, 2024

Issuing Department: Providence Water Supply Board**F**

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-11) to the Purchasing Department.
  - Email: purchasing@providenceri.gov
    - Please use the subject line "**Solicitation Question**"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 12-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: gdiaz@providenceri.gov
    - Please use subject line "**MBE WBE Forms**"
- Please direct questions relative to the specifications outlined to the issuing department's subject matter expert:
  - Name: **Leo Fontaine**
  - Title: **Project Manager**
  - Email Address: leof@provwater.com

Pre-Bid Conference

A pre-bid conference will be held for this project on Thursday, November 7, 2024 at 10:00 AM in person at the Providence Water Central Operations Facility (COF), 125 Dupont Drive, Providence, RI and by Microsoft Teams:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2M2MTBjMWUtZjU1Mi00YTJmLTg2YWUtODFjYTE0ZGZhY2Mw%40thread.v2/0?context=%7b%22Tid%22%3a%22479ad3fc-a924-446b-91ec-092c231593ed%22%2c%22Oid%22%3a%22900d92ab-f428-4afc-80d2-01980905acd9%22%7d
Meeting ID: 251 320 687 772 Passcode: dRFxad
Attendance at the pre-bid conference is not mandatory, but his strongly recommended.
All questions must be submitted in writing as indicated in this Request For Proposals.

Deadline for Questions Submission: December 11, 2024, by 4:00 PM (EST)

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

MEETING DATE 12/16/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **one original and five copies along with an electronic PDF file** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well**. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903

****PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.**

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

Bid Documents (drawings, specifications, etc.) can be obtained from the City of Providence Bid Opportunities web portal at https://www.bidnetdirect.com/rhode-island/providenceri
Digital forms are available in the City of Providence Purchasing Department Office or online at **http://www.providenceri.gov/purchasing/how-to-submit-a-bid/**

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (s*ee page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (s*ee page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (s*ee page 8 of this document)*
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Bid Form 5: Bidder Certification – Experience & Qualifications (*see page 11 of this document)*
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. S*ee forms and instructions enclosed (pages 12-13) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (a*s indicated on page 5 of this document under "Bid Terms")*

All the above-listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified under Bid Terms below).

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest qualified and responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In the event of an error in the extension of prices quoted, the unit price shall prevail.
11. The contractor will **NOT** be permitted to: (a) assign or underlet the contract, or (b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit copies of the bid to the City Clerk as indicated above, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID TERMS

1. Financial assurances may be required to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.

   a) ☐ A certified check for **$**_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.

   b) ☒ A bid bond in the amount of **5** per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.

   c) ☒ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred percent (100%) of the awarded contract.

   d) ☐ No financial assurance is necessary for this item.

2. Awards will be made within **ninety (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall submit a certificate of insurance in a form and amount satisfactory to the City.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES,** and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of ***total*** bid or by ***individual items***.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on:

INSPECTION & REHABILITATION OF THE SUPPLEMENTAL TUNNEL & AQUEDUCT 2025-2026
78-INCH AQUEDUCT & 102-INCH AQUEDUCT – UPSTREAM SECTION
(CONTRACT THROUGH 12/31/2026 WITH 1-YEAR EXTENSION OPTION)

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that ***is located within Rhode Island*** _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

If you are submitting a unit price bid, please insert "Unit Price Bid"

Use additional pages if necessary for additional bidding details.

Bidder acknowledges receipt of addenda numbered: _____

Signature of Representation

_____

Title

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of_____(Firm or Individual Bidding),

I,_____(Name of Person Making Certification),

being its _____(Title or "Self"), hereby certify that:

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

I affirm by signing below that I am duly authorized on behalf of Bidder, on this_____day of_____20____.

_____
Signature of Representation

_____
Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon behalf of_____(Firm or Individual Bidding),

I,_____(Name of Person Making Certification),

being its_____(Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this_____day of_____20____.

_____
Signature of Representation

_____
Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars ($5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted .

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under Sec. 21.-28.1 (e): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the $100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under Sec. 21.-28.1 (e)).

a. Members of the Providence City Council? ☐ Yes ☐ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? ☐ Yes ☐ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Affidavit of City Vendor (continued)

c. The Mayor of Providence? ☐ Yes ☐ No
- If Yes, please complete the following:
  Recipient(s) of the Contribution:
  Contribution Date(s): Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? ☐ Yes ☐ No
- If Yes, please complete the following:
  Recipient(s) of the Contribution:
  Contribution Date(s): Contribution Amount(s):

_____

Signed under the pains and penalties of perjury.

_____

Position

BID FORM 5: Bidder Certification – Experience and Qualifications

Upon behalf of_____ (Firm or Individual Bidding),

I, _____(Name of Person Making Certification),

being its _____(Title or "Self"), hereby certify an understanding that:

Proposer conforms to the requirements as set forth in the Experience and Qualifications section of this Request For Proposals.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____day of _____2024.

_____

Signature of Representation

_____

Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:	
Bidder's Address:	
Point of Contact:	
Telephone:	
Email:	
Procurement #:	
Project Name:	
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	☐ MBE ☐ WBE ☐ Neither MBE nor WBE

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).

- **Nonprofit organizations are not required to complete the rest of this form.**
- **Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office**

Name of Subcontractor/Supplier:					
Type of RI Certification:	☐ MBE ☐ WBE ☐ Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value ($):		Subcontract Value ($):		Participation Rate (%):	
Anticipated Date of Performance:					

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	**Title**	**Date**
Subcontractor/Supplier Signature	**Title**	**Date**

If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director**.**

Prime Bidder: _____ Contact Email and Phone_____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP):

_____

_____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor / or Duly Authorized Representative	Printed Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representative	Printed Name of City of Providence MBE/WBE Outreach Director	Date Signed

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview
See attached Request For Proposals.

Scope of Work
See attached Request For Proposals.

Proposed Schedule
See attached Request For Proposals.

Evaluation Criteria
See attached Request For Proposals.

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the department's request may lead to your bid's disqualification.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public records</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Bidders shall provide all required supplemental documents and information as specified in the Bidding/Contract Documents.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the City's election. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

TABLE OF CONTENTS

PART I – PROJECT DESCRIPTION & REQUIREMENTS

1.1 INVITATION TO PROPOSE

Providence Water (PW) (Owner) is seeking Proposals from qualified Project Teams for engineering and construction services for the next campaign of its Inspection and Rehabilitation of the Supplemental Tunnel and Aqueduct Program. The Project Work shall be as described herein in this Request For Proposals (RFP). Proposals will be received as indicated in the City of Providence Board of Contract and Supply (BOCS) Cover Documents of this RFP. Proposers shall be comprised of engineering firms, construction contractors, and specialty firms/subcontractors, as needed and required, that meet the required qualifications to form a Project Team to submit a Proposal to respond to this RFP. The intent of this RFP is that Owner will make an award to one Proposer and Project Team to perform the Work of this Project in accordance with terms and conditions herein.

All questions about the meaning or intent of this RFP and Work of this Project shall be directed to and received in writing by the Owner's subject matter expert as indicated in the Cover Documents of this RFP. All written questions shall be received by the Owner at least ten days before the date specified for the opening of Proposals; questions received after this date may not be answered. It is the sole responsibility of all Proposers to ensure that the Owner is in receipt of any submitted written questions.

Written clarifications or interpretations will be issued by Owner by Addenda not later than five days before the date specified for the opening of Proposals. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be issued by delivery service with delivery confirmation and/or transmitted electronically to all parties recorded as having received this RFP. All Proposers are solely responsible for confirming that they received all issued Addenda.

1.2 INTRODUCTION

PW is the main supplier of potable water for approximately 600,000 people in the State of Rhode Island, supplying water for domestic, commercial and industrial use, as well as for fire protection. PW directly serves customers in its retail area in five communities in Rhode Island – the City of Providence, City of Cranston, Town of North Providence, Town of Smithfield, and Town of Johnston. PW also provides wholesale supply to seven utilities in the greater Providence area of Rhode Island – the City of East Providence, City of Warwick, Bristol County Water Authority, Kent County Water Authority, Lincoln Water Commission, Town of Smithfield, and the Greenville Water District. PW has many assets in its water system, including a 144-million-gallon-per-day (MGD) water treatment plant (WTP), five distribution system finished water storage reservoirs and two finished water storage tanks with a total capacity of 120 million gallons (MG), 12 pumping stations, over 1,000 miles of water mains ranging in size from 6- to 102-inches, over 6,000 fire hydrants, and about 77,000 service connections. In total, PW supplies potable water to about 60 percent of the State of Rhode Island.

PW treats water from its 37-billion-gallon Scituate Reservoir (Scituate, Rhode Island), with a watershed of approximately 93 square miles, at its Philip J. Holton Water Purification Plant in Scituate, Rhode Island. The plant is a conventional plant with a maximum treatment capacity of 144 MGD. Currently, PW's system-wide Average Day Demand (ADD) and Maximum Day Demand (MDD) are about 60 MGD and 100 MGD, respectively. Treated water is supplied from the plant to PW's

distribution system through two major transmission mains – the 4-mile long 90-inch diameter concrete Scituate Tunnel and Aqueduct and the over 9-mile long 78- and 102-inch Supplemental Tunnel and Aqueduct (STA). A schematic of PW's Scituate Reservoir, WTP, and major transmission mains is shown in **Figure 1.**

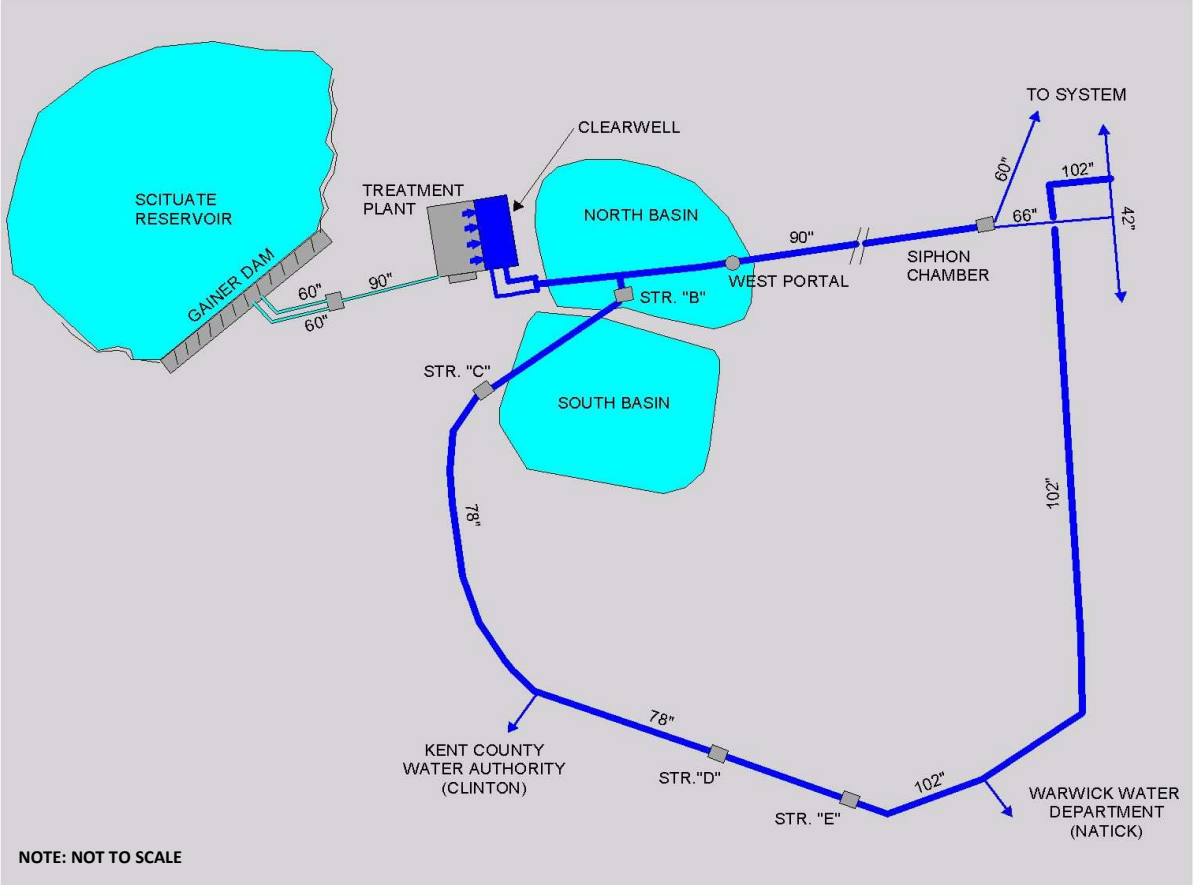

Figure 1: Schematic of Providence Water Aqueduct System

1.3 BACKGROUND

The 78- and 102-inch aqueducts were designed and constructed in the mid- to late 1960s to provide additional transmission capacity and a redundant transmission main to PW's entire distribution system, separate from the original 90-inch aqueduct. The 78- and 102-inch aqueducts, installed in 1967 and 1968 as part of eight separate construction contracts, are both prestressed concrete cylinder pipe (PCCP). The 78-inch aqueduct, comprised of about 1,200 individual PCCP segments, starts at PW's WTP and traverses about 4 miles through mostly rural cross-country and rural residential areas in Scituate, Cranston, and West Warwick, crossing residential roads as well as a busy state-maintained road. At its terminus is a drop shaft structure (Structure 'D'), where the 78-inch aqueduct transitions to a 78-inch concrete tunnel that traverses under a golf course. The pipeline then rises up another drop shaft structure (Structure 'E') where the 102-inch aqueduct begins. The 102-inch aqueduct is comprised of about 1,700 individual PCCP segments. It traverses over 5 miles in West Warwick and Cranston, through some rural cross-country and residential areas, and urban residential

and commercial areas. The 102-inch aqueduct also crosses beneath many residential roads, a 4-lane state highway, and a major 4-late Interstate highway. The 102-inch aqueduct terminates in PW's distribution system, where it connects to and supplies other major water transmission mains. Both the 78- and 102-inch aqueducts are critical components of PW's water supply and transmission system.

In November 1996, a catastrophic failure occurred on the 102-inch PCCP aqueduct just east of Oaklawn Avenue in Cranston, Rhode Island. The rupture, in a section of the 102-inch aqueduct with operating pressure of about 70 pounds per square inch (psi), caused considerable flooding and damage to the community and surrounding areas, as well as periods of water shortage and concerns of insufficient fire protection. The failed section of 102-inch PCCP was ultimately removed and replaced, and PW immediately commissioned an investigation to determine the cause of the failure and a comprehensive risk assessment to evaluate the likelihood of another failure occurring in the future. The cause of this 1996 failure of the 102-inch PCCP aqueduct was found to be separation of the outer coating of the failed PCCP pipe section and corrosion of its reinforcing steel pre-stressing wires along the full length of the failed pipe section. It was also determined that there was additional concern with issues discovered related to the original manufacturing and installation of the entire PCCP aqueduct system from the 1960s. Given this failure and these concerns, it was imperative for PW to inspect and rehabilitate these PCCP aqueducts.

Following the 1996 failure and repair of the 102-inch aqueduct, planning work immediately began to fully inspect the entire 5-mile long 102-inch PCCP aqueduct. A new 102-inch butterfly valve was designed and installed so that the 102-inch aqueduct could be isolated and shut down in two distinct sections while maintaining supply to a wholesale customer (City of Warwick) that is directly supplied from the 102-inch aqueduct. Detailed plans were developed to drain and dewater the pipeline and for confined space entry (CSE) and health and safety. This detailed planning work facilitated manned entry inside to perform a thorough internal inspection along the entire length.

In 1998 and 1999, a detailed internal inspection of the entire 5-mile long 102-inch PCCP aqueduct was performed, along with sonic/ultrasonic impact-echo testing to evaluate the condition of the concrete core of each PCCP segment. During this inspection, several additional PCCP sections of concern were identified, and these additional pipes of concern were repaired either externally by wrapping with reinforcing wire tendons that were encased in concrete or internally by utilizing a fully structural carbon fiber reinforced polymer (CFRP) liner. At that time, the use of the CFRP liner was an innovative, trenchless repair method that was the first ever use of a CFRP liner in a drinking water pipeline.

Following the 1996 failure and repair of the 102-inch aqueduct and the findings of the subsequent failure investigation, risk assessment, and full inspection of the 102-inch aqueduct in 1998, PW embarked on a systematic and comprehensive inspection, repair, and risk assessment program to continue to inspect and repair the 78- and 102-inch PCCP aqueducts and address areas of concern. The objectives of this comprehensive program, which continues today, are to conduct internal inspections at recurring intervals and perform rehabilitation as needed to provide safeguards against and minimize the risk of another failure of the PCCP aqueducts.

Each inspection of the 78- and 102-inch aqueducts involves fully isolating, shutting down, and draining and dewatering the pipelines in distinct sections and phases, as well as detailed CSE and safety planning to permit manned entry through various access/egress manholes along the pipelines. Once fully drained and dewatered, internal manned inspections are performed to visually assess the

interior of the pipelines, perform structural hammer sounding along the entire length and circumference to evaluate the structural condition and integrity of the PCCP, and to perform specialty electromagnetic (EM) inspections to assess the condition of the PCCP pre-stressing wires and identify wire breaks. The inspection results are used with finite-element analysis failure risk curves developed as part of this program to evaluate the condition of each pipe segment based on wire breaks and maximum pressures, to determine PCCP sections that need to be rehabilitated, and to evaluate risk to prioritize other sections for future monitoring and/or rehabilitation. After completion of all internal inspection work and needed rehabilitation during each campaign, the entire pipeline is thoroughly disinfected and flushed, slowly refilled, sampled, and returned to full service upon acceptable water quality sampling results.

Over the years, this comprehensive program led to the identification and rehabilitation of numerous distressed PCCP sections before they reached a state of failure. It also included the design and construction of new access manholes to better accommodate dewatering, access/egress, and CSE support teams; new control valves (78- and 102-inch) to maintain service to wholesale customers; piping and valve improvements to existing blowoff structures to help facilitate draining and dewatering the pipelines; and other ancillary improvements. In 2007-2008, a new 78-inch butterfly valve was designed and installed on the 78-inch aqueduct so that it could be shut down and isolated for its first (as well as future) inspection along its entire length while maintaining supply to a wholesale customer (Kent County Water Authority) that is directly supplied by the 78-inch aqueduct. All the rehabilitation and improvements made to the 78- and 102-inch aqueducts over the years have allowed PW to continue to operate and maintain this critical transmission main.

In 2005 and 2006, an acoustic fiber optic (AFO) cable and system was installed inside and along the entire length of the 102-inch aqueduct by Pure Technologies (A Xylem brand) to continuously monitor the 102-inch pipeline for acoustic activity associated with the failure of PCCP pre-stressing wires. An AFO cable was not installed in the 78-inch aqueduct, because typical operating pressures are lower than the pressure that would cause the steel cylinder to yield, and therefore pipe failure on the 78-inch aqueduct under typical operating conditions would be expected to manifest itself as a slow cylinder leak and not a sudden, catastrophic rupture. The AFO system in the 102-inch aqueduct helps continuously track the condition of each PCCP section in real time through a web-based management and reporting system and helps identify additional wire breaks and actively deteriorating pipe sections between inspection phases. PW uses the information reported by the AFO system to shut down the 102-inch aqueduct in between planned inspection phases, if needed, to perform further investigations and/or to rehabilitate pipe sections of concern.

Inspections of the 102-inch aqueduct have been performed in 1998, 2005-2006, 2011-2012 and most recently in 2018-2019. The 78-inch aqueduct was inspected for the first time in 2007-2008, again in 2013, and most recently in 2015-2016. All inspection campaigns included rehabilitation to various PCCP sections of concern, along with other ancillary rehabilitation and improvements. Historically, rehabilitation for the 78- and 102-inch aqueducts was made reactively, based on the findings and results of the internal inspections. That approach served PW very well over the years, rehabilitating distressed pipe sections that were found to be in a state of distress before they reached a state of failure.

As previously stated, over the years, the PCCP aqueducts have been rehabilitated reactively through various approaches, including external reinforcing wire tendons encased in concrete and internal CFRP liner, both of which have been used to rehabilitate numerous PCCP segments. Given that both

the 78- and 102-inch aqueducts are now over 50 years old, PW recently shifted its methodology to a more proactive approach of rehabilitating longer, higher risk and critical segments of the aqueducts during controlled shutdowns for inspections. Based on acoustic activity identified by the AFO system in the 102-inch aqueduct, the depressurization and re-pressurization cycles from each controlled shut down to perform the necessary inspection work causes addition wire breaks, further straining and aging the pipelines. Inspections are still performed on a recurring basis, but in 2015-2017, PW for the first time rehabilitated distressed pipe sections along the 78-inch aqueduct by sliplining with 69-inch fiberglass-reinforced pipe (FRP) for potable water pressure applications. Specifically, centrifugally cast fiberglass-reinforced polymer mortar pipe (CCFRPMP) for potable water pressure applications was provided by HOBAS Pipe USA of Houston, Texas. This same sliplining approach was used again in 2017 along the 78-inch aqueduct and again in 2018-2019 along the 102-inch aqueduct, using 90-inch FRP. Performing rehabilitation work during planned, controlled shutdowns for inspections allows PW to perform this work during planned times and aims to minimize additional, unanticipated shutdowns.

In arriving at the 69- and 90-inch FRP diameters for sliplining the 78- and 102-inch PCCP aqueducts, respectively, modeling was performed using PW's water distribution system hydraulic computer model to evaluate various conditions and scenarios. These modeling scenarios established these slipliner diameters to maintain the same or otherwise acceptable hydraulic capacity (flow, pressure, velocity, etc.) based on the smoother interior surface that the FRP provides compared to the PCCP, therefore resulting in less roughness and head losses due to pipe wall friction. The added hydraulic efficiency of the FRP provided for acceptable diameter reductions to 69- and 90-inch while maintaining similar hydraulics.

To-date, about 1,300 feet of the 78-inch aqueduct was replaced with 69-inch FRP and about 1,900 feet of the 102-inch aqueduct was replaced with 90-inch FRP. Areas that have been sliplined have included some of the most critical and high-risk areas of the PCCP aqueducts, including across a main state road and a major 4-lane interstate highway, both in areas where traffic could not be shut down and detoured. Other areas sliplined included cross-country rural areas and urban residential areas. The FRP sliplining approach not only immediately rehabilitated distressed pipe sections of concern by sliplining but it also proactively replaced critical and/or high-risk sections of the aqueducts with a corrosion resistant, fully structural "pipe within a pipe" that is completely independent of the PCCP. To-date, the FRP sliplining approach has been the most cost effective and expedient rehabilitation method for this program for PW.

This Project represents the next inspection and rehabilitation campaign as part of this comprehensive program. This comprehensive inspection and rehabilitation program has been and continues to be necessary for PW to maintain the integrity and operation of these major water transmission mains to its entire water distribution system.

1.4 PURPOSE, GOALS & OBJECTIVES

The purpose of this Project is to perform the next recurring inspection and rehabilitation campaign along the entire 78-inch aqueduct as well as the upstream section of the 102-inch aqueduct, with the goal of providing reasonable safeguards against and minimizing the risk of another failure of the PCCP aqueducts to continue to maintain the integrity and operation of these critical water transmission mains.

The specific, major objectives of this Project and Work are as follows:

1. Inspect the entire 78-inch PCCP aqueduct from Structure 'C' at the Philip J. Holton Water Purification Plant in Scituate, Rhode Island to Structure 'D' in West Warwick, Rhode Island.

2. Inspect the upstream section of the 102-inch PCCP aqueduct from Structure 'E' in West Warwick, Rhode Island to the 102-inch butterfly valve in West Warwick.

3. Slipline sections of the 78-inch PCCP aqueduct identified in this RFP with 69-inch FRP to rehabilitate sections of this aqueduct.

4. Perform any other needed rehabilitation along the 78- and 102-inch aqueducts, as identified by the inspection work and as authorized by the Owner.

5. Provide confined space entry support to facilitate Pure Technologies' replacement and upgrading of the AFO cable in the 102-inch aqueduct from Structure 'E' in West Warwick, Rhode Island to the 102-inch butterfly valve in West Warwick (the AFO cable in the rest of the 102-inch aqueduct was replaced during the 2018-2019 work).

6. Perform all other ancillary work as required and as described herein in this RFP.

The detailed scope of work required for the Work of this Project is discussed in the following section of this RFP.

1.5 SCOPE OF WORK

The work breakdown structure with anticipated tasks and scope and summary of work corresponding to the items on the Bid Form for the Work of this Project to be performed by the Project Team, include, but are not limited to the following:

1. Project Administration & Management
   Overall Project Administration & Management shall include providing all necessary day-to-day administration and management activities for the duration of the entire Project to manage all Work for timely and proper execution of all tasks, Work, submittals, and deliverables in adherence with the project budget and schedule, including but not limited to: developing project management plan(s); preparing all contractual agreements and subagreements/subcontracts; preparing and continuously updating project schedule(s); facilitating a project kickoff meeting and recurring project status meetings (project status meetings shall at minimum be held monthly, and more frequently if and as needed), including preparing draft and final agendas and meeting reports for all meetings; coordinating and managing the work of all subconsultants, subcontractors, outside professionals, specialty firms, etc.; all coordination and communications with Owner; preparing and submitting to Owner monthly Applications For Payment (invoices) and progress reports for review, approval, and processing by Owner (all Applications For Payment shall be prepared in a standard industry format acceptable to Owner and must include sufficient detail with all supporting data and information to substantiate all costs incurred and all progress reports at minimum shall summarize all work performed during the reporting/billing period, ongoing and projected work for the next period, problems encountered with proposed corrective action(s), potential additional and/or out of scope work, an overall project financial summary, and an updated project schedule); providing all general quality assurance/quality control

(QA/QC) for the entire Project; and performing all needed and/or required project closeout activities.

2. Inspection Preparation

   Inspection Preparation to inspect the aqueducts shall include all required planning and coordination, health and safety and confined space entry planning, procurement of all needed and required equipment and supplies, meetings to review and discuss inspection preparations as needed, and preparation and procurement of permits (if and as needed). Inspection preparation to inspect the aqueducts shall prioritize the safety of all personnel and protection of the aqueducts from contamination. Work of this task includes but is not limited to: preparation of detailed and step-by-step draining and dewatering plans for review and approval by Owner; health and safety (H&S) and confined space entry (CSE) plans for review and approval by Owner; procuring all needed and required equipment and supplies to fully perform all inspection work; meeting with all local authorities having jurisdiction and fire and rescue departments as needed to review and coordinate all H&S and CSE plans with emergency response protocols; any other meetings needed with Owner to review, discuss and plan for the inspections of the aqueducts; and any other ancillary and associated Work necessary for the completion of this task. All plans at minimum should discuss in detail required training and protocols; step-by-step pipeline isolation and draining and dewatering procedures; required entry and safety personnel; manholes and structures intended to be utilized during all draining, dewatering, and inspection work; necessary personal protective equipment (PPE); all inspection equipment; how the pipelines will be secured and protected from contamination during all Work; communications procedures during internal inspections; schedules for all Work; all necessary protocols, including what agency or firm has the requisite training, experience, capability, and availability to serve as confined space rescuer; and pertinent contact information.

3. Inspection of the Aqueducts

   Manned internal inspections of the aqueducts shall be performed, while maintaining continued and uninterrupted water supply to Owner's wholesale customers supplied by the STA system. Inspection of the aqueducts shall include, but not be limited to: all project management and administration services related to this task; all construction management and administration services related to this task; obtaining all necessary approvals and/or permits (if required) to perform all Work; mobilizing all equipment, supplies, and personnel to the Project site(s); unbolting and opening any required manhole and structure covers; fully draining and dewatering the pipelines to facilitate the inspections and permit safe manned entry for inspection, including operating all valves and sluice gates as needed and/or required, installing stop logs/shutters as required, and pumping as needed and/or required; dechlorinating all water discharged from draining and dewatering operations; preparing the pipelines for inspection, including unbolting, opening, securing, and preparing access/egress locations; performing all H&S and CSE procedures, including lockout/tagout of valves as needed and/or required; providing all necessary ancillary support services required; performing all manned internal inspections, including visual inspections, electromagnetic (EM) inspections, and structural hammer sounding; evaluating preliminary findings and results of the internal inspections to assess preliminary risk and rehabilitation priorities; performing a rapid qualitative analysis of the inspection data within one week following completion of the internal inspection of each phase/section to immediately identify any pipes

that may be in an advanced state of deterioration and/or warrant additional, immediate internal or external investigations and/or rehabilitation, including preparing a summary technical memorandum to document the findings of this rapid qualitative analysis (rapid qualitative analysis must also include findings and results and technical memos from all subcontractors, subconsultants, specialty firms, etc.); providing recommendations for next steps for any pipe sections identified that warrant additional, immediate internal or external investigations and/or rehabilitation; performing a failure risk analysis to update previously developed failure risk curves as well as develop new failure risk curves for newly identified distressed pipe sections as needed and use the results of the failure risk analysis to provide Owner with recommendations to prioritize additional investigations and rehabilitation; restoring the pipelines to full service following completion of all inspection and rehabilitation work, including all required disinfection in accordance with all applicable American Water Works Association (AWWA) standards and recommendations, closing and securing all access/egress locations covers, operating all sluice gates and valves as needed, flushing the pipelines and dechlorinating all discharged water, refilling the pipelines in a slow and controlled manner, sampling and testing in accordance with Owner's water quality requirements to achieve successful water quality results to reactivate the pipelines to full and normal service, and reactivating and returning the aqueducts to full, normal service upon acceptable water quality results consistent with Owner's requirements; restoring all areas disturbed by all Work to a condition equal to or better than existed prior to the start of Work; demobilizing and cleaning up from all inspection work; and performing all other engineering services, assessments, evaluations, and any other Work required for successful completion of this task.

The Project Team shall perform all CSE work and support services utilizing their own personnel and/or by hiring a dedicated CSE inspection and rescue team. Proposals and all CSE plans should discuss and clearly demonstrate an understanding of the required CSE requirements and emergency response protocols and rescue services, including what agency or firm has the requisite training, experience, capability, and availability to serve as confined space rescuer.

Visual observations at minimum shall inspect the condition of each individual pipe section and all pipe joints for any indication of pipe distress and/or deterioration.

The EM inspection and testing shall be performed along the entire length of the aqueducts to detect and quantify the number of broken prestressing wires in each individual PCCP section and provide information on the location, distribution, and number of wire breaks along the entire length of the pipeline.

Structural hammer sounding shall completely and thoroughly evaluate all pipe sections for any structural deficiencies around their full circumference along the entire pipeline length, including delamination of the concrete core that is indicative of loss of prestressing due to wire break damage. Proposals and all work plans must indicate the method and firm/staff that will be utilized to perform structural hammer sounding of all pipe sections around their full circumference along the entire length of the aqueducts.

To maintain continuity with previous failure risk analysis, the Project Team shall engage Simpson Gumpertz & Heger (SGH) to again perform a failure risk analysis for this Project. SGH

shall analyze the EM inspection results along with internal visual and structural inspection findings and results to update past finite-element analysis and failure risk curves, which consider serviceability, structural conditions, depth of bury, internal pressure, and ultimate limit strengths. This failure risk analysis shall be used to prioritize recommendations by the Project Team for additional investigations and rehabilitation, both immediate (if warranted) and short- and long-term. Critical risk factors, including likelihood and consequence of failure, shall be considered by the Project Team for all recommendations.

All inspection data, findings, and results must be correlated with and identified to each specific PCCP segment consistent with Owners records and tracking from all previous work. Proposals and Work plans shall clearly indicate how this will be accomplished.

During all internal inspection work, the Project Team shall also inspect and document the condition of the internal FRP slipliner that was installed previously during past project campaigns.

Following rapid qualitative analysis of all inspection data and findings and review of the technical memorandum prepared to summarize this rapid qualitative analysis along with recommendations, the Project Team shall perform a walk-through of the inspected aqueduct section(s) to review findings and recommendations with the Owner and to perform any follow up structural hammer sounding and investigations to assist Owner in making final decisions on recommended rehabilitation. Project Teams are highly encouraged to include engineering staff from SGH in these walk-throughs.

At the conclusion of all Work of this task, as well as at the conclusion of all rehabilitation and sliplining work in the inspected section(s), and prior to disinfection, flushing, refilling, sampling, and reactivation, the Project Team shall perform a final walk-through of the inspected and rehabilitated sections with the Owner to review and document all Work performed.

The sections of the STA system to be inspected as described above as part of the Work of this Project include the following:

A. 102-inch Aqueduct – Upstream Section (Structure ‘E’ to 102-inch Butterfly Valve).

B. 78-inch Aqueduct – Upstream Section (Structure ‘C’ to Flow Tube)*.

C. 78-inch Aqueduct – Upstream Section (Flow Tube to 78-inch Butterfly Valve).

D. 78-inch Aqueduct – Downstream Section (78-inch Butterfly Valve to Structure ‘D’).

* To-date, because of the current configuration and safety concerns with no safeguards over the Structure ‘C’ drop shaft as well as limited access from Structure ‘C’ to the flow tube, it has not been permissible to inspect this section of the 78-inch aqueduct by manned entry. This approximately 70-foot section of the 78-inch aqueduct has therefore never been inspected. As part of this Project, Owner is requesting an inspection of this section of the 78-inch aqueduct. Owner understands that this section from Structure ‘C’ to the flow tube likely can only be inspected by robotic vehicle that provides visual and EM inspection findings and results and that a structural hammer sounding in this section may not be able to be performed.

4. CSE Support – Replacement of AFO Cable in 102-inch Aqueduct – Upstream Section
   As part of a separate contract between Owner and Pure Technologies for AFO monitoring, the AFO cable in the 102-inch aqueduct – upstream section (Structure 'E' to the 102-inch butterfly valve) is due to be upgraded and replaced by Pure Technologies. This AFO cable replacement work will be performed by Pure Technologies through this existing, separate AFO monitoring contract with Owner, with no costs associated with this Project. However, as part of this Project, the Project Team shall provide additional CSE support, if and as needed, to facilitate Pure Technologies replacing the AFO cable in the 102-inch aqueduct – upstream section. The Owner anticipates that much, if not all this work by Pure Technologies, can be performed concurrently during the Project Team's inspection of the 102-inch aqueduct – upstream section as described above. This task and Bid Item are provided for the Project Team to provide any additional CSE support, if needed, above and beyond what is already being provided for the inspection of the 102-inch aqueduct – upstream section.

5. Sliplining the 78-inch Aqueduct
   The Project Team shall perform all project administration and management, design engineering, construction administration and management, construction inspection and oversight, and construction services to design, furnish, install, and construct the sliplining of the sections of the 78-inch aqueduct listed below. It is the intent of the Owner to slipline the following sections (see attached drawings) of the 78-inch aqueduct with 69-inch fiberglass-reinforced pipe (FRP) for potable water pressure service as part of the Work of this Project:

   A. Global Station 175+20 to Global Station 178+85 (connect to previous FRP slipliner) – 365 feet

   B. Global Station 181+94 (connect to previous FRP slipliner) to Global Station 187+59 (connect to previous FRP slipliner) – 565 feet

   C. Global Station 193+98 (connect to previous FRP slipliner) to Global Station 208+56 (termination of 78-inch aqueduct at Structure 'D') – 1,458 feet

   The Project Team shall perform all design engineering services as part of this Task, including but not limited to: gathering all data and information needed for design; performing any field work and investigations and site visits as needed and/or required to review existing conditions and review and evaluate proposed work; meetings as required to review and discuss design work; developing technical design requirements in accordance with all industry standards, requirements, guidelines, and best practices; preparing CAD-based design drawings and details to illustrate all Work; preparing design specifications that outline all requirements of the Work; and performing all required quality assurance and quality control (QA/QC) and technical reviews by senior technical reviewers. Contract Documents (drawings and specifications) and corresponding opinion of probable construction costs (cost estimates) shall be prepared and reviewed with the Owner at the 30%, 60% and 90% design levels and shall be updated at each stage and finalized to 100% based on all Owner feedback and review comments. The Project Team shall also submit to the Owner for review a detailed approach and work plan with step-by-step sequence of all construction and installation activities.

The Project Team shall then provide all labor, materials, equipment, tools, appurtenances, services, and incidentals required to construct and install the FRP inside the 78-inch aqueduct by segmental sliplining in accordance with the 100% design Contract Documents developed as part of this task.

During all construction work, the Project Team shall provide all construction administration, management, and oversight, including but not limited to: administering, coordinating, and managing all construction phase and work activities; reviewing and responding to submittals (requests for information, shop drawings, samples, etc.); observing, documenting, and recording all day-to-day construction activity for compliance with all Contract Documents (including digital photo and video documentation); coordinating and administering all construction meetings, including preparation of all draft and final agendas and meeting reports; all required construction phase reporting including routine progress reports to Owner; preparing all as-built record drawings for all Work performed; and all construction closeout activities.

The design, construction, and installation of FRP by sliplining inside the PCCP aqueducts for all Work of this Task and Project shall meet the following requirements:

- All Work for design and installation of FRP by sliplining shall be in accordance with the following standards:
  - American Water Works Association (AWWA) C950 – Fiberglass Pressure Pipe.
  - American Water Works Association (AWWA) M45 – Fiberglass Pipe Design.
  - American Society for Testing and Materials (ASTM) D3517 – Standard Specification for Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pressure Pipe.
  - American Water Works Association (AWWA) C651 – Disinfecting Water Mains.
  - National Sanitation Foundation (NSF) 61 – Drinking Water System Components – Health Effects.

  The revision of these standards in effect during the design phase of this Work shall apply. If any referenced standards are discontinued by the issuing organization, references to those standards shall mean the replacement documents issued or otherwise identified by that organization; if there are no replacement documents then the last version of the document before it was discontinued shall apply.
- All pipe and fittings for this Project shall be:
  - Suitable for pressure service for potable water supply and transmission.
  - Designed and manufactured in accordance with AWWA C950, AWWA M45, and ASTM D3517 (for all FRP).
  - Suitable for contact with potable water and tested and approved for compliance with NSF/ANSI 61, including all pipe gaskets and any other associated materials that will be in contact with potable water.

- Designed for a pressure of at least 100 psi (working pressure plus surge/transient pressure) (minimum pipe pressure class for this Project is 100 psi).
- Provided with a minimum nominal pipe stiffness of 46 psi (for FRP), with thickness increased as necessary based on pipe design and thickness calculations.
- Designed for all earth cover and earth loads from the existing ground surface to the top of the pipe as well as all live loads.
- Fully structural and capable of independently withstanding all internal hydrostatic forces and all external forces and loads from earth cover and traffic loading. Liners shall not be considered as contributing to the structural strength of the pipe.
- Capable of being installed in both direct-bury and sliplining applications.
- Capable of withstanding all forces that will be imposed from all installation means and methods.
- Capable of withstanding all grouting forces without any internal support and without deformation.
- Designed and manufactured with an intended service life of at least 100 years.
- Manufactured in the United States and provided by a single manufacturer who is acceptable to the Owner.
- Supplied in factory-cut lengths based on Project Team's means and methods for installation and such that the allowable deflection of joints is not exceeded.

- All Work shall be designed, constructed and installed to meet the requirements of the geometry and alignment of the existing aqueducts. The Project Team shall be aware that the PCCP host pipe may not be consistently straight between points – full bevels, half bevels, bends, and/or curves may exist on sections of the aqueduct to be sliplined. It is the Project Team's sole responsibility to verify locations of the existing PCCP host pipe and the geometry of the existing PCCP host pipe for purposes of design, fabrication, and installation approach. Failure of the Project Team to verify the locations of the existing aqueduct and/or existing geometry or alignment shall not warrant any claims for delay or additional costs for incorrect materials ordered or issues encountered during installation.
- All excavations shall be excavated and secured with sheeting, shoring and bracing for excavation support and protection as required. Excavation support and protection shall be designed by a Registered Professional Engineer (P.E.).
- Any PCCP section that was cut for access pits for sliplining or any other reason is structurally compromised and must be completely lined through with new FRP slipliner.
- The terminations of the new FRP slipliner shall not terminate corresponding with existing joints of the existing PCCP aqueduct; they shall terminate within the concrete core of an existing PCCP segment.

- The terminations of the new FRP slipliner inside the PCCP aqueducts shall be provided with watertight end seals. These end seals shall be completely watertight to prevent potable water from leaking external to the aqueducts and shall also prevent non-potable water intrusion into the aqueducts. The end seals shall be removable in the future to allow for joining to new FRP sections during future continuation of sliplining the aqueducts.

- All pipes installed shall be sequentially numbered and identified and this information for all pipe segments shall be recorded for as-built record documentation.

- All assembled pipe joints must pass an air pressure test to confirm watertightness of the assembled joints. Any joint found defective shall be corrected to successfully pass the required air pressure test. Acceptance of all Work is contingent upon successful joint pressure testing and the aqueduct will not be returned to service until all joints pass the required field pressure test. Joint pressure tests must be performed prior to grouting.

- The annular space between the new FRP slipliner and the existing PCCP host pipe must be filled with an approved cement-based non-shrink grout to support the FRP slipliner in place and provide long-term stability. The grout mix shall have sufficient strength and durability to prevent any movement of the FRP liner pipe in the PCCP host pipe. The grout shall be installed in lifts in such a way to prevent any flotation of the new FRP slipliner. All grout installation and grouting operations, including surface preparation, shall be performed in accordance with manufacturer instructions, guidance, recommendations, and requirements.

- The PCCP host pipe and all annular space grout between the FRP and PCCP host pipe shall be assumed to provide no support for resisting any internal and external forces.

- Grouting should take place as soon as practical following slipliner installation and shall be performed in a continuous and progressive operation to completely fill the annular space, prevent the occurrence of any voids, and to prevent any damage to the FRP slipliner. Grouting shall establish complete contact and fill between the FRP slipliner and PCCP host pipe. Bulkheads shall be installed as needed for grouting to seal the annular space between the FRP slipliner and PCCP host pipe to permit grout to set and shall be capable of withstanding all grouting forces. Following completion of all grouting activities, any grout ports shall be completely and securely sealed.

- All pipe, fittings, materials, etc. shall be transported, delivered, handled, stored on-site, protected, installed, joined, and/or connected in accordance with manufacturer instructions, guidance, recommendations, and requirements. Joints shall be joined with gaskets as needed to maintain joint watertightness and shall be suitable for pressure service up to 150 psi. Any damaged materials shall be replaced at no additional cost to the Owner.

- The aqueducts shall always be protected during construction to prevent and minimize all sources of contamination and vandalism (debris, dirt, foreign objects, sediment, animals, rodents, human intrusion, etc.). The safety and integrity of the existing aqueducts is of paramount importance and protection of the aqueducts during all Work is the sole responsibility of the Project Team.

- All pits and open excavations and the ends of open pipe shall be protected and secured at all times against any and all contamination and intrusion. It is the Project Team's responsibility for all traffic management and control and for the safety of all work areas and adjacent vehicular and pedestrian traffic.
- At the conclusion of Work, the existing aqueducts and new FRP shall be thoroughly cleaned, disinfected, flushed, refilled, and sampled to achieve acceptable water quality results consistent with Owner's requirements before being returned to service. All disinfection shall be in accordance with AWWA standards. The pipelines shall not be returned to service until water quality results are acceptable to the Owner.
- The Owner reserves the right to inspect and reject any materials. Any material that is damaged or defective shall be removed and replaced at no additional cost to the Owner.
- All materials removed or otherwise not installed in the Work or stockpiled on-site shall be removed and disposed of by the Project Team.
- All design, construction, and installation Work shall consider Owner's intent to continue the installation of FRP by sliplining in the future and connect to the FRP that is installed as part of the Work of this Project.
- All means and methods are the sole responsibility of the Project Team.
- Submittals for this Task during the design and construction phases shall include but not be limited to the following:
  - Pipe structural design calculations, including all design conditions and assumptions, prepared and stamped by a Registered Professional Engineer (P.E.).
  - Draft and final drawings and specifications.
  - Product certifications, certificates of compliance, data, information, and test reports for all materials and products to be used and installed as part of the Work, including copies of FRP factory hydrostatic burst testing results for the specific pipe design showing no leakage at the required pressures.
  - Detailed work plan for the installation of all pipe, fittings, and appurtenances, including drawings, schematics, means and methods, plans, procedures, and schedules, and the same for all grouting work (equipment, stages, lifts, volumes, measuring volumes, buoyancy calculations to ensure FRP slipliner will not float, venting, confirmation of full grouting, monitoring and maintaining grout pressures, etc.).
  - Final as-built record drawings, details and specifications in both PDF and CAD formats.

6. Allowance for Other Rehabilitation or Work
   Should the inspections of the aqueducts reveal deficiencies that warrant additional investigation and/or rehabilitation, or should additional work or services be needed as part of this project, this allowance is provided for such purposes. Owner may also elect to utilize this

Contract to provide additional engineering and/or construction services for project or non-project related project work. Any additional services and/or work performed as part of this allowance shall be negotiated with Owner prior to performing any work. The Project Team shall provide Owner with detailed cost proposals and breakdown of costs for any such work for Owner review and approval before proceeding. Owner will issue a Notice-To-Proceed (NTP) for any work approved to be performed by the Project Team as part of this allowance. The total amount of this allowance item shall be included in the total bonded amounts by the Project Team for this Project.

At minimum, it is anticipated that Owner will authorize rehabilitation of pipe joints identified as deficient from the inspection work as part of this allowance to rehabilitate missing or loose grout in any deficient joints. Proposers in their Proposals and understanding of the Work should discuss some potential PCCP or other project rehabilitation techniques that may be needed as part of this allowance item.

7. Report
The Project Team shall prepare a comprehensive report summarizing the Project and all Work performed. The report shall be organized and provided in a format acceptable to the Owner, both hard copy and electronic PDF. At minimum, the report shall: provide necessary introduction and background information; summarize the project approach and methodology; provide assessments and comprehensive evaluations of all data, information, and results, including that from subconsultants and subcontractors; describe and summarize all rehabilitation work performed; describe and summarize all sliplining work performed; provide as-built record drawings, documentation, and information for all Work performed; provide recommendations and options with engineering cost estimates; summarize all project expenditures; and provide/attach all supporting backup information and documentation, including reports generated by subconsultants and/or subcontractors and all project technical memos. The Project Team shall prepare a draft outline of the report for Owner's review and approval prior to preparing the report. The Project Team shall then prepare a draft report and submit to Owner for review within 90 days of the completion of all Work of the Project. Within 60 days of receiving review comments and feedback from the Owner on the draft report, the Project Team shall update and finalize the report and submit the final report to the Owner. The draft and final reports shall be submitted to the Owner in a format acceptable to the Owner, both hard copy and electronic PDF. Final as-built record drawings shall also be submitted to the Owner in CAD format.

1.6 SCHEDULE

Project Teams and Proposers shall submit an overall proposed project schedule with their Proposal that meets Owner's objectives for this Project. At minimum, the schedule shall be broken down by task/phase and detail all major milestones and all major deliverables and submittals. This schedule shall serve as the basis of the overall project schedule that would be updated as the Project progresses.

The overall Contract Time for this Project shall be as indicated in the cover documents of this RFP. All Work of this Project shall be performed and completed by December 31, 2026, unless an extension is otherwise granted and approved by the Owner. However, time is of the essence to complete the Work of this Project, and Proposers and Project Teams should propose a project schedule for Owner's consideration that is efficient and expedient at performing all Work.

Key considerations and requirements related to the Work and Schedule include the following:

- All Work of this Project shall be completed within/by the dates herein indicated, including submission of all final reports, final as-built documentation, and final Applications For Payment. The Contract Time shall only be extended at the discretion of and with the written approval of the Owner.
- It is the sole responsibility of the Project Team to administer and coordinate all Work of their partner firms, subcontractors, subconsultants, specialty firms, outside professionals, contractors, etc.
- The aqueducts must be isolated, inspected, and rehabilitated in phases/sections to maintain continued and uninterrupted supply to Owner's wholesale customers supplied by these pipelines.
- The entire STA system must be fully active and operational in the months of June, July, August, and September to supply high system-wide demands. All Work needs to be planned, performed, and completed so that the pipelines are fully active and in service from June 1st through September 30th, unless otherwise approved by the Owner.

1.7 COMPENSATION

The Project Team shall submit the Bid Form included with this RFP with their Proposal, showing all proposed costs for all Work of this Project. Costs proposed for all Bid Items and for all Work shall be inclusive of all required costs for each Bid Item/Task, including but not limited to direct labor salary costs; all indirect costs; outside professionals (subconsultants, subcontractors, etc.); other direct costs for items and expenses directly incurred; all mobilization and demobilization for all Work; all required approvals, bonds, insurance, and permits; and all equipment, materials, tools, supplies, incidentals and appurtenances. The Project Team shall be compensated for all Work based on a cost plus fixed fee basis with a not-to-exceed upper limit for the entire Contract and Project. Each of the Bid Items/Tasks shall also have not-to-exceed upper limits. There shall be no additional markup on costs for direct labor, outside professionals, subconsultants, subcontractors, and expenses (other direct costs); all profit shall be built into the proposed fixed fee. There shall also be no additional markup for any subcontractor and/or supplier that in turn subcontracts their work or portions thereof. The Project Team in their Proposal shall provide their rates for all indirect costs and their proposed fixed fee (profit) on the Bid Form. The fixed fee will be paid proportional to the percentage of actual work performed and billed on each Application For Payment up to and not to exceed the total fixed fee value; the total Contract fixed fee is not guaranteed to be payable by Owner unless the total Work performed equals the total Contract. Further, the fixed fee shall not increase if the not-to-exceed upper limit cost(s) are exceeded by the Project Team. Applications For Payment shall be submitted to Owner monthly for review and approval, and five percent retainage will be withheld from all payments by the Owner until satisfactory completion of all Work of the Project, unless retainage is otherwise released by the Owner at Owner's sole discretion.

Project Teams are encouraged to provide as much detail and information as possible in their Proposal and with their Bid Forms to assist Owner in evaluating cost versus value for all proposed Work. In

evaluating the cost proposal and provided pricing in Proposals, Owner will consider factors such as consistency with historical pricing of similar and related work and the cost versus value of all proposed Work.

Owner is exempt from sales tax on materials and equipment permanently incorporated into the Work. A sales tax exemption certificate can be made available by Owner upon request. The cost of such taxes shall not be included with any proposed or invoiced costs.

For Work of this Contract associated with the included allowance authorization Task and Bid Item, all costs and pricing shall be negotiated with Owner before commencing any Work. Owner may elect to perform these negotiated services as not-to-exceed lump sum, cost plus fixed fee, or time and materials (T&M). Should any Work be authorized and performed as T&M, Proposers with their Proposals shall submit hourly billing rates for all equipment needed and all labor categories. The Project Team shall provide a schedule of equipment rates (e.g., excavators, backhoes, generators, utility trucks, trench boxes, road plates, pumps, compressors, etc.) that the Project Team feels is necessary to complete any Work of this Project. Payment for all equipment for any T&M work authorized and approved by the Owner shall be based off these provided equipment rates. T&M hourly billing rates for all labor shall be inclusive of all costs for direct labor, indirect costs, overhead, fringe benefits, expenses and profit; no additional payment will be made for any travel, meals, mileage, personal vehicles, cell phones, etc. Proposers may provide hourly billing rates for additional labor positions and categories that they feel may be needed during the Work, but at minimum, Proposals shall include hourly T&M billing rates for the following labor categories:

Officer-In-Charge: The Officer-In-Charge shall be a principal or officer of the Project Team who will be Owner's primary point of contact for all negotiations and Contracts and shall be responsible for compliance with all requirements of this RFP and the Contract for the Work of this Project. The Office-In-Charge must have the authority to negotiate all aspects of the scope of services, provisions, and terms and conditions on behalf of the Project Team. The Officer-In-Charge shall possess a minimum of 10+ years of demonstrated relevant experience. It is highly preferred by the Owner that the Officer-In-Charge possess relevant degrees in engineering and be a Registered Professional Engineer (P.E.) (registration in Rhode Island is highly preferred, but other jurisdictions in the United States will be considered).

Project Manager: The Project Manager shall be a senior engineer that holds a bachelor's degree in engineering (master's degree preferred), possesses a minimum of 10+ years of demonstrated relevant experience, and must be a Registered Professional Engineer (P.E.) in the State of Rhode Island. The Project Manager shall be in responsible charge of all Work and all day-to-day Project activities and along with the Officer-In-Charge shall be responsible for compliance with all requirements of this RFP and the Contract for the Work of this Project. Only one individual may be designated and invoiced as the Project Manager.

Project Engineer – Junior: Junior level Project Engineers shall hold a bachelor's degree in engineering and shall possess 1 to 5 years of demonstrated relevant experience. It is encouraged, but not required, that Junior Project Engineers possess their Engineer-In-Training (EIT) certification.

Project Engineer – Intermediate: Intermediate level Project Engineers shall hold a bachelor's degree in engineering (master's degree is highly encouraged, but not required) and shall possess 5 to 10 years of demonstrated relevant experience. It is encouraged, but not required, that Intermediate Project

Engineers be a registered P.E. (registration in Rhode Island is preferred, but registration in another jurisdiction in the United States will be considered).

Project Engineer – Senior: Senior level Project Engineers shall hold a bachelor's degree in engineering (master's degree preferred), possess a minimum of 10+ years of demonstrated relevant experience, and shall be a Registered P.E. (registration in Rhode Island is preferred, but registration in another jurisdiction in the United States will be considered).

CAD Designer/Drafter – Junior: Junior CAD Designer/Drafters shall have 1 to 5 years of experience using computer-aided design (CAD) software to create technical drawings and details.

CAD Designer/Drafter – Intermediate: Intermediate CAD Designer/Drafters shall have 5 to 10 years of experience using computer-aided design (CAD) software to create technical drawings and details.

CAD Designer/Drafter – Senior: Senior CAD Designer/Drafters shall have 10+ years of experience using computer-aided design (CAD) software to create technical drawings and details.

GIS Specialist – Junior: Junior GIS Specialists shall have 1 to 5 years of experience using GIS software and data collection equipment to create data visualizations (maps, charts, graphs, etc.) to help portray geospatial data, information, and results; analyze and manage special data, information, and databases; and develop and implement GIS-based analyses and evaluations.

GIS Specialist – Intermediate: Intermediate GIS Specialists shall have 5 to 10 years of experience using GIS software and data collection equipment to create data visualizations (maps, charts, graphs, etc.) to help portray geospatial data, information, and results; analyze and manage special data, information, and databases; and develop and implement GIS-based analyses and evaluations.

GIS Specialist – Senior: Senior GIS Specialists shall have 10+ years of experience using GIS software and data collection equipment to create data visualizations (maps, charts, graphs, etc.) to help portray geospatial data, information, and results; analyze and manage special data, information, and databases; and develop and implement GIS-based analyses and evaluations.

Construction Manager: Construction Manager shall be responsible for administering, managing, and overseeing all construction Work of the Project, including monitoring and compliance with construction scopes, schedules, budgets, as well as all construction administration and coordination. The Construction Manager shall be a Senior Engineer holding a bachelor's degree in engineering with a minimum of 10+ years of demonstrated relevant experience. It is preferred, but not required, that the Construction Manager be a registered P.E. (registration in Rhode Island is preferred, but registration in another jurisdiction in the United States will be considered). Only one individual may be designated and invoiced as the Construction Manager.

Construction Superintendent: Construction Superintendent, or Construction Supervisor, who will be responsible for overseeing and coordinating all the field and construction activities and providing quality control on all construction sites of the Project, including those activities of subcontractors and subconsultants, shall be a Senior Engineer or otherwise have 10+ years of demonstrated relevant prior experience as a Construction Superintendent. Only one individual may be designated and invoiced as the Construction Superintendent. The Construction Superintendent shall serve as the Project Team's primary point of contact in the field for all construction and field activities.

Assistant Construction Superintendent: Assistant Construction Superintendents, who will assist the Construction Superintendent, shall be at minimum be an Intermediate Engineer or otherwise have at least 5 to 10 years of demonstrated relevant prior experience as a Construction Superintendent. Duties and responsibilities of Assistant Construction Superintendents shall be similar to those of the Construction Superintendent.

Resident Project Representative – Senior: Senior Resident Project Representative (RPR) (Resident Engineer or Inspector) who will conduct on-site observations, monitor the progress and quality of Work and compliance with all Contract Documents and requirements, and keep records of all Work performed, shall be a Senior Engineer with 10+ years of demonstrated relevant prior experience as an RPR.

Resident Project Representative – Intermediate: Intermediate Resident Project Representative (RPR) (Resident Engineer or Inspector) who will conduct on-site observations, monitor the progress and quality of Work and compliance with all Contract Documents and requirements, and keep records of all Work performed, shall be an Intermediate Engineer with 5 to 10 years of demonstrated relevant prior experience as an RPR.

Note: the duties and responsibilities of the Project Team's Construction Superintendents and RPRs may overlap; Proposers should feel free to provide separate billing rates or combine these roles and responsibilities into combined classifications.

Administrative – Junior: Junior Administrative support personnel shall be any administrative or clerical staff with 1 to 5 years of demonstrated relevant experience supporting engineering and/or construction work.

Administrative – Intermediate: Intermediate Administrative support personnel shall be any administrative or clerical staff with 5 to 10 years of demonstrated relevant experience supporting engineering and/or construction work.

Administrative – Senior: Senior Administrative support personnel shall be any administrative or clerical staff with 10+ years of demonstrated relevant experience supporting engineering and/or construction work.

All submitted Applications For Payment (invoices) must include all backup information to support all costs, including but not limited to invoices from any subcontractors, subconsultants, outside professionals, as well as copies of invoices and receipts for all expenses and purchases.

1.8 EXPERIENCE & QUALIFICATIONS

To demonstrate experience and qualifications to perform the Work of this Project, the Project Team must submit with their Proposal written evidence of their experience and qualifications and licenses to perform work in the State of Rhode Island in accordance with Rhode Island General Laws (RIGL). The Project Team must submit written evidence that demonstrates meeting the minimum requirements described in the following paragraphs. In addition to the requirements of this section of the RFP, all staff of the Project Team shall meet the qualifications previously stated in the compensation section for T&M billing rate classifications. All companies and firms that are part of the Project Team shall be licensed and registered to perform work in the State of Rhode Island in accordance with RIGL.

The Project Team, and any company, firm, subconcontractor, subconsultant, outside professional, etc. that comprises the Project Team in their Proposal, may be investigated by the Owner to determine if they have the requisite experience and if they are qualified to perform the Work of this Project. The Project Team shall also be prepared to submit within five days of Owner's request any additional information needed for Owner to properly evaluate capabilities, experience, and qualifications. During review and evaluation of Proposals, Owner reserves the right to request that members of Project Teams attend a meeting with Owner to review and discuss their capabilities, experience, qualifications, and submitted Proposal.

Only Proposals that meet all specified experience, qualifications, and requirements will be considered by the Owner; all others may be considered non-responsive and may be rejected. The following paragraphs discuss the minimum requirements for experience and qualifications on this Project. With Proposals, the Project Team shall submit resumes of all proposed staff and a minimum of three project references for each qualification requirement below, demonstrating compliance with all criteria. Project references shall include the project name(s); date(s) of the project(s); project location(s); total contract/project dollar value of the project(s); and name(s) of owner(s) with address, contact person, phone number and email address(es). In evaluating project references from the Project Team, Owner will consider factors such as the experience and quality of work previously performed, and will also heavily weigh and consider the quality of work previously performed for the Owner; the record of the Project Team in accomplishing and completing work within required and contractual timeframes and costs; and the availability and adequacy of resources that the Project Team has available for the Work of this Project.

1.8.1 Experience & Qualifications for Engineering Firms

Engineering firms must have a minimum of 10 years of experience and demonstrated ability in multi-disciplinary engineering services with strong emphasis in structural engineering for large diameter potable water pipes, conduits, and/or tunnel projects, including but not limited to: performing inspections; evaluating inspection results and preparing reports with recommendations; providing design engineering, including developing specifications, drawings and details, and construction documents; and providing construction services, including construction administration, management and inspection. Engineering firms must have successfully completed the inspection of large diameter potable water pipes, conduits, and/or tunnels, including PCCP (with specific emphasis on PCCP big enough for internal manned entry and inspection). Experience that does not include PCCP will not be considered. PCCP inspection experience must include preparation and execution of confined space entry, safety, and dewatering and drainage plans and procedures; manned entry for inspections, internal visual inspections and structural hammer sounding; tabulating and evaluating inspection results; providing recommendations for repairs based on inspection results; and preparing reports to summarize all work. Key personnel of engineering firms proposed for the Project shall have this same demonstrated experience as the firm. The intent of this requirement is that engineering firms and their staff have demonstrated experience consistent with the required Work of this Project.

1.8.2 Experience & Qualifications for Sliplining Contractors

Contractors and/or subcontractors as part of the Project Team performing sliplining work as part of this Project must have previous successful experience in the installation of FRP by segmental sliplining in pipelines owned by municipalities or public agencies in the United States. This experience must include successful installation of at least 5,000 total linear feet of minimum 48-inch diameter FRP by sliplining within the past 10 years in the United States, and of these 5,000 total linear feet, at

least 1,000 linear feet of FRP shall have been installed by sliplining continuously and consecutively as part of a single sliplining project/operation. Construction Superintendents for sliplining work must have a minimum of five years of supervisory field experience on at least three successfully completed sliplining projects with associated annular space grouting. Superintendent's experience must total at least 3,000 linear feet of minimum 48-inch or larger FRP installed by sliplining in the United States. The Construction Superintendent for the sliplining contractor/subcontractor assigned to this Project must be present on the job site during all construction and installation activities, including sliplining and grouting activities. At least two members of the sliplining contractor shall have a minimum of two years of sliplining experience and they shall always be on the Project site.

The contractor/subcontractor that will perform grouting shall have experience within the past 10 years with grouting annular spaces between liner pipes installed by segmental sliplining and host pipes. This contractor/subcontractor shall retain a full-time, on-site grouting manager or supervisor with at least 10 years of related work experience on similar projects to manage the grouting program by designing, testing and overseeing the injection of grout mixes of the type required.

In addition to the previously stated required reference information to demonstrate qualifications in the Proposal, for any Contractor experience the Project team shall also submit the name(s) of engineer(s) with address, contact person, phone numbers, and email address(es); material, depth, and diameter of the existing host pipe; diameter and material of slipliner installed; total length of slipliner installed; and type of grout and method of annular space grouting. The Project Team with their Proposal shall provide the name and qualifications of the proposed Superintendent, sliplining crew members, and grouting manager/supervisor.

1.8.3 Experience & Qualifications of FRP Pipe and Fittings Manufacturer

The manufacturer of FRP pipe and fittings for the sliplining work as part of this Project shall have employed manufacturing and product technology used in the manufacturing of FRP for a minimum of 10 years and must have manufactured and supplied at least 10,000 linear feet of 48-inch or greater and 5,000 linear feet of 60-inch diameter or greater FRP pipe for potable water pressure service of the same type and pressure class as this Project within the past 10 years. The Project Team shall provide reference information as previously described to demonstrate the FRP pipe and fittings manufacturing meeting these requirements, having all required certifications, having the capability to meet the required schedule of this Project, and certifications indicating compliance with all required standards.

1.9 SPECIAL CONDITIONS, CONSIDERATIONS & REQUIREMENTS

The following special conditions, considerations, and requirements shall be considered by the Project Team when preparing Proposals to respond to this RFP:

- Upon request, Owner can facilitate visits to discuss the Project and the proposed Work and/or to visit site(s) of the proposed Work of this Project for Proposers to conduct examinations, investigations, explorations, etc. To request a site visit, Proposers should contact the Owner's subject matter expert listed in the cover documents of this RFP. Proposers shall provide Owner with a minimum of 72 hours of notice of any such request. Visits are at Owner's sole discretion and availability is not guaranteed.

- Upon request, Owner can make available for review copies of relevant data, drawings, information, maps, plans, reports, etc. Due to the sensitive nature of information

pertaining to critical infrastructure, Proposers will first be required to execute a Confidentiality and Non-Disclosure Agreement to request any such documents. The Owner does not assume any responsibility or liability for errors and/or misinterpretations resulting from the Proposer's review of such documents and information. Owner may make such documents available for the sole purpose of obtaining Proposals for this Work and does not confer any license or grant for any other use. To request any existing documents and/or information, Proposers should contact the Owner's subject matter expert listed in the cover documents of this RFP.

- All Work of this Project shall be in compliance with State of Rhode Island General Laws (RIGL) (http://webserver.rilin.state.ri.us/Statutes/).

- All applicable laws, ordinances, regulations, and requirements of federal, state, local, and municipal governmental agencies as well as any other authority having jurisdiction applies to this Project and shall be deemed to be included in this RFP and Contract herein by reference. Proposers shall be familiar with and comply with all applicable laws, regulations, ordinances, and requirements that may in any way affect the cost, progress, and/or performance of the Work and the price submitted with their Proposals. Proposers assume full responsibility for full compliance with all applicable federal, state, and local laws, regulations, ordinances, and requirements.

- Project Teams shall not enter into any exclusive agreements with any subconsultant, subcontractor, specialty firm, supplier, manufacturer, etc.

- The named companies, firms, subconsultants, subcontractors, manufacturers, suppliers, and key personnel (e.g., Project Manager, Construction Manager, Construction Superintendent) shall be employed to perform the Work of this Project throughout its entire duration, unless changes are specifically requested by the Project Team in writing and approved by the Owner.

- Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of this RFP, any Contract Documents, or any other documents or information.

- Proposers are made aware that Pure Technologies SoundPrint® AFO fiber optic monitoring system cable is installed along the invert of the 102-inch aqueduct. Manned inspection teams need to be cognizant of the AFO cable during internal inspections to prevent damage to this cable and system.

- The datum for all drawings to be provided by the Project Team shall be vertical datum – Providence Mean High Water and horizontal datum – NAD 83.

- Before submitting a Proposal, each Proposer must (1) examine the RFP and Contract Documents thoroughly, (2) visit the site(s) at their discretion to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (3) become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (4) study and carefully correlate Proposer's observations with the requirements of this RFP and Contract Documents.

- Prior to the submission of a Proposal, Proposers shall promptly give written notice to the Owner of any conflict, error, ambiguity, and/or discrepancy in the RFP and Contract Documents and Proposers bear full responsibility for determining that Owner's written resolution by formal written Addenda is acceptable.

- The submission of a Proposal will constitute an incontrovertible representation that the Proposer has complied with every requirement of this RFP and these Contract Documents; that no additional examinations, investigations, explorations, studies, or tests are needed; that the RFP and Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work; and that the Proposer provided written notice of any conflict, error, ambiguity, and/or discrepancy in the Contract Documents and that Owner's written resolution by formal written Addenda is acceptable to the Proposer.

- The Contract, if awarded, will be based on materials and equipment specified or described in the RFP and Contract Documents, including any Addenda issued prior to the receipt of Proposals. The materials and equipment described in the RFP and Contract Documents establish a standard of required type, function, quality, and performance to be met by any proposed substitute or “equal” item. Whenever it is specified or described in the Contract Documents that a substitute or “equal” item of material or equipment may be furnished or used by the Project Team if acceptable to the Owner, application for such acceptance will not be formally considered by the Owner until after the execution date of the Contract Agreement. The procedure for submission of any such application by the Project Team and consideration by the Owner is set forth in the Contract Documents. The burden of proof of the merit of a proposed substitute or “equal” item is solely upon the Project Team and Proposers, and the Owner’s decision of approval or disapproval will be final. Proposers shall not rely on any assumption of approval by the Owner in preparing their Bid.

- Prior to the aqueducts being reactivated and returned to full service after all inspection and rehabilitation Work of this Project, the Project Team shall perform a final walk-through of the pipeline section(s) with the Owner to review all Work performed on the Project. For sections sliplined with FRP, this final walk-through with the Project Team and Owner shall also include a representative from the FRP pipe manufacturer to confirm satisfactory installation of all FRP slipliners; the pipe manufacturer representative shall provide a final field inspection report to the Project Team and Owner.

- All materials and products installed, and all services and workmanship performed during the Work of this Project shall be free from defects and flaws and shall be fully guaranteed for a period of not less than one year from the date that the aqueduct was reactivated and returned to full, normal service. Any defects or defective items found during this warranty period shall be removed and replaced by the Project Team in a manner acceptable to the Owner and at no additional cost to the Owner. The date of acceptance shall be defined as the date that the aqueduct, or section of the aqueduct, is successfully reactivated and returned to full, normal water supply service; Owner will provide written notification and confirmation of this date to the Project Team.

- If at any time within the said period of guarantee/warranty any part of the Work requires repairing, correction or replacement, the Owner may notify the Project Team in writing to make the required repairs, corrections or replacements. If the Project Team neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven days from the date of receipt of such notice or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, corrections or replacements, and charge the costs, including compensation for additional professional services, to the Project Team.

- All deliverables and submittals provided to Owner become property of the Owner for future use by the Owner at Owner's discretion.

1.10 PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

Project Teams and Proposers responding to this RFP shall submit Proposals as outlined in this section and in the cover documents of this RFP. Failure to adhere to the prescribed format and/or respond to all requirements of this RFP may result in the Proposal being deemed non-responsive and being rejected. Proposers should submit one original and five copies of their Proposals, along with a combined PDF file in electronic format of their entire Proposal. No Proposal may be withdrawn for a period of 90 days after the actual date of the opening of the Proposals.

It is the responsibility of all Proposers and Project Teams to ensure that their Proposal is in the possession of the responsible official or designated alternate prior to the stated time and at the place of opening. Owner is not responsible for any delays of any nature for Proposals delayed by mail and/or delivery services or for any other reason that Proposals are not in the possession of the responsible official prior to the stated time and place of opening. Any Proposal received after the date and time specified may not be considered.

In their Proposals, Proposers must identify any unknown or variable issue that may impact their proposed cost and must also clearly describe any assumptions made. Proposers must also identify any tasks that will require Owner to complete as part of the Work, and reasons why the Owner's services or assistance is required.

Proposals shall be organized and divided into the following sections:

Cover Letter

The cover letter shall introduce the Proposer and their Project Team and provide a brief history and overview of the companies, firms, contractors, subcontractors, subconsultants, specialty firms, outside professionals, etc. that make up the proposed Project Team. The cover letter shall also provide a summary of the Project Team's experience and qualifications, highlights of the proposed technical approach and proposal and proposed schedule, briefly discuss the overall proposed costs, highlight any proposed alternates or value-added services, and note and explain any exceptions to the requirements of this RFP. The cover letter must indicate the principal or officer of the Project Team who will be Owner's primary point of contact for negotiations, and this individual must have the authority to negotiate all aspects of the scope of services, provisions, and terms and conditions on behalf of the Project Team. The cover letter transmitting the Proposal must be signed by said principal or officer to bind the respondent to the terms and conditions of this RFP.

Section 1 – Experience & Qualifications

This section of the Proposal should provide a history of the Project Team and a detailed response to the required experience and qualifications of the Project Team as specified in this RFP. This section should describe the capabilities, experience, and qualifications of all companies, firms, contractors, subcontractors, subconsultants, specialty firms, outside professionals, etc., and all the key personnel that make up the proposed Project Team. This section must clearly identify the personnel who will be the Project Manager, Technical Lead, Construction Manager, and Construction Superintendent / Inspector / Resident Project Representative on-site to coordinate all field and construction activities. This section should also describe the hierarchal relationships and authoritative structure of the Project Team and all its personnel; an organizational chart should be provided for this purpose. Additional information to support this section, such as project references and resumes of key personnel should be included in this section. Project references must include all requested experience and qualifications requirements as specified in this RFP. Resumes should clearly indicate name, position/title/role, education, professional licensing, and relevant experience and qualifications.

Section 2 – Technical Approach & Proposal (Understanding of the Work & Proposed Approach)

The technical approach and proposal section of the Proposal is intended for the Project Team to demonstrate their understanding of all requirements of this RFP and the Work of this Project, including PW and its system; the background and history of this Program and Project; the purpose, goals, and objectives of this Project; the scope of services to be provided as part of the Work of this Project; detailed step-by-step work plans to demonstrate understanding of the required approach and the Project Team's methodology; schedule requirements; key issues, considerations, and requirements; and understanding of the response required to this RFP. In this section, the Project Team shall provide detailed and step-by-step approaches and work plans to accomplish all tasks and Work of this Project. At minimum, this detailed approach, methodology, and work plans for performing all Work must include detailed and step-by-step explanations of how the Project Team will:

- Perform all detailed planning and coordination work.
- Address and perform all confined space entry and health and safety requirements and work, including communications plans and the approach for the designated confined space rescuer.
- Perform all required mobilization activities.
- Shut down, isolate, drain, and fully dewater the aqueducts, including what structures and appurtenances will be utilized.
- Protect and the aqueducts from contamination and secure the aqueducts and all Work areas and sites.
- Perform all inspection work while maintaining continued and uninterrupted supply to all of Owner's wholesale customers, including how the work will be performed in phases (if any).

- Safely inspect the aqueducts by manned entry, including what structures and appurtenances will be utilized for access and egress.
- Inspect the aqueducts, including the approach and plans for the required internal visual, electromagnetic, and structural inspections.
- Perform rapid qualitative analysis of all inspection data and failure risk analysis to provide Owner with recommendations as required by this RFP.
- Perform all required rehabilitation work, including installation of the FRP slipliner and associated annular space grouting. Proposals should discuss and summarize potential PCCP rehabilitation methods and techniques that may be required for rehabilitation work.
- Perform final walk-throughs of the aqueducts with Owner, as required.
- Disinfect, flush, refill, sample and reactivate the aqueducts following completion of all Work.
- Perform all work within the schedule requirements of this Project.
- Perform any other associated Work of this Project.
- Perform all required demobilization, cleanup, and restoration activities.
- Adress key issues, considerations and any other special requirements.

Section 3 – Proposed Schedule

This section of the Proposal shall include an overall proposed project schedule, showing how the Project Team will accomplish all objectives and Work of this Project. The schedule should be broken down by phase/task and detail all major milestones, deliverables, and submittals. The proposed schedule will serve as the basis of the overall project schedule to be updated as the Project progresses. The project schedule should also address all key considerations related to the Work and schedule requirements. Additional detailed schedule breakdowns can and should be provided, as needed, by the Project Team in their Proposal to help Owner understand any specific detailed schedule of Work.

Section 4 – Bid Form & Cost Proposal

This section of the Proposal should discuss all the Project Team's proposed costs to perform the Work of this Project, including the completed and filled out Bid Form as well as all other requested cost information and pricing. Bid Forms shall be completed in ink or be type written. The cost of each item on the Bid Form shall be stated in words and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bid Forms shall be signed and executed in ink. Bid Forms shall contain an acknowledgement of all Addenda (the numbers of which shall be filled in on the Bid Form). Bid Forms shall include evidence of Bidder's authority and qualifications to do business in the State of Rhode Island (e.g., contractor license numbers). The Bid Forms shall be submitted with all required and requested forms and information.

Section 5 – Proposed Alternates & Value-Added Services

Proposed alternates and/or value-added services outside the scope of this RFP will be considered. Proposers should clearly describe in detail any alternates or additional proposed services and how they add value to the Project. Any alternates or services proposed should contain sufficient detail and evidence for Owner to consider and properly evaluate their value to the Project.

Section 6 – Miscellaneous

Proposers should include any additional information necessary to support their Proposal and assist Owner in evaluating their Proposal, including but not limited to additional experience and qualification information, bonds, certifications, certificates of insurance, financial reports, MBE/WBE information, and any other information requested in this RFP.

1.11 EVALUATION CRITERIA & BASIS OF AWARD

In evaluating Proposals, Owner will consider whether Proposals comply with the prescribed requirements of this RFP, the Project Team's experience and qualifications, the understanding of the Work and Project and proposed technical approach and methodology for all Work, the proposed project schedule, proposed pricing and the cost proposal and the value that all proposed costs bring to the Project, any proposed alternates and value-added services, and any other relevant data and information as may be requested by Owner. In evaluating Proposals, Owner will consider the experience and qualifications of all entities and personnel that make up the Project Team. Owner may conduct such investigations as Owner deems necessary to establish the capability, experience, qualifications, responsibility, and financial ability of the Project Team. Proposers shall be prepared to submit additional information, if requested by Owner, following submission of their Proposal.

Proposals will be evaluated based on the following weighted criteria:

PROPOSAL EVALUATION CRITERIA	WEIGHTED CRITERIA
PROPOSAL FORMAT & RESPONSIVENESS	10%
EXPERIENCE & QUALIFICATIONS	30%
TECHNICAL APPROACH & PROPOSAL (UNDERSTANDING OF THE WORK)	30%
PROPOSED SCHEDULE	10%
PROPOSED COST VS. VALUE	15%
PROPOSED ALTERNATES & VALUE-ADDED SERVICES	5%

Based on the above evaluation of Proposals, the intent of the Owner is to award one Contract to the responsive, responsible, and eligible Project Team and Proposer that adhered to all RFP requirements and Proposal format stipulations; has the required ability, capability, experience, integrity, qualifications and skills and health and safety performance history; demonstrates understanding of PW, the STA system, and the purpose, goals, and objectives of this Project; demonstrates understanding of the Work of this Project within the required schedule requirements, considerations, and constraints; provides a comprehensive and detailed approach and methodology to perform the Work of this Project that is satisfactory to the Owner and meets the requirements of this RFP and the objectives of the Project; provided any alternates or value-added services that represent benefits or value to the Owner and/or the Project; and whose proposed pricing and cost proposal to perform the Work of this Project represents the best value to the Owner for successful completion of all Work of this Project and is in the Owner's best interests to make an award.

Owner reserves the right to award one, multiple, or all the tasks provided on the Bid Form to a Proposer. Owner awarding only select tasks shall not be grounds for additional compensation or time and the provided pricing for each Bid Item must be inclusive of all costs for that Task. The Owner also reserves the right to reject any and all Proposals, to waive any and all informalities if it is in the Owner's best interest to do so, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Proposals. Owner further reserves the right to reject the Proposal of any Project Team who it finds, after reasonable inquiry and evaluation, to not be responsible and/or not meet the required experience and qualifications specified in this RFP and that Owner considers unqualified to perform the Work of this Project. Owner also reserves the right to reject any Proposal if in Owner's sole opinion would not be in the best interest of the Owner or Project.

If the Contract is to be awarded, Owner will award Contract to the successful Proposer (Project Team) whose Proposal represents the best interests of the Owner and Project and Owner will provide a Notice of Award to said successful Proposer. When Owner gives a Notice of Award to the successful Proposer, it will be followed by a Notice-To-Proceed (NTP) to commence Work of the Project, the Contract Agreement for execution, and a Purchase Order (P.O.) to indicate the agreed upon services and pricing for all Work for purposes of compensation. With the executed Contract Agreement, the Successful Proposer and awarded Project Team must furnish Performance and Payment Bonds, as specified in the cover documents of this RFP, with a surety company acceptable to the Owner, as well as all required and specified Certificates of Insurance. The Contract Agreement shall be executed and returned by Project Team within 15 calendar days after receiving from the Owner. Owner will provide fully executed copies of the Contract Agreement upon execution by the Owner.

PART II – TERMS & CONDITIONS

In addition to the requirements stipulated in this RFP, including the *City of Providence Standard Terms & Conditions*, the terms and conditions of this Work and Project shall be governed by the attached *Standard General Conditions of the Contract Between Owner and Design-Builder* prepared by the Engineers Joint Contract Documents Committee (EJCDC), EJCDC D-700, as amended and supplemented by the following Supplementary Conditions:

ATTACHMENTS