



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: ENGINEERING FOR WAYLAND SQUARE PEDESTRIAN IMPROVEMENTS

Procurement/MinuteTraq #: 48333

Date to be opened: 3/10/2025

Issuing Department: Department of Planning & Development

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application (Pages 2-9) 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 10-11) 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 (beginning on page 13) to the issuing department’s subject matter expert:
 - Name: Jess Lance, AICP
 - Title: Director of Special Projects
 - Email Address: jlance@providenceri.gov
 - Please use subject line “Wayland Square Pedestrian Improvements RFP”
 - Deadline for questions to be submitted is Friday, February 28, 2025 at 4:30pm

Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference

The pre-bid conference will be held at Wayland Square (intersection of South Angell Street and Wayland Ave.) at 11:00am on Thursday February 20, 2025. Please contact jlance@providenceri.gov to confirm attendance.

Deadline for questions submissions: Friday, February 28, 2025 at 4:30pm

INSTRUCTIONS FOR SUBMISSION

BOCS Meeting Date: 3/10/2025

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 **2 copies** 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.

BID PACKAGE CHECKLIST

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 (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 10-11) 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* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****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.**

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 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 case of error in the extension of prices quoted, the unit price will govern.
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 normally 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 2 copies of the bid to the City Clerk, 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.)

BID TERMS

1. Financial assurances may be required in order 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 _____ 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 per centum (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 in an amount satisfactory to the City.

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 (Write the "Item Description" here): _____

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.

Signature of Representation

Title

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 on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name

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

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):

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

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).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>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).</p> <ul style="list-style-type: none"> 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:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> 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.**

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 gdi@providenceri.gov or mbe-wbe@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

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II [Section 21-28.1](#) c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

“FIRST SOURCE” REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence seeks services from a qualified consultant firm(s), which will be known as the “Consultant”, to provide engineering, landscape architecture, PS&E, permitting, advertising, and associated post-design services for public infrastructure investments at the intersection of Angell Street, Wayland Avenue, and South Angell Street. The City intends to move forward with construction of these improvements in Fall 2025.



DRAFT

Figure 1. Project area includes the intersection of South Angell Street, Wayland Avenue and Angell Street.

Background

The project area, in the heart of Wayland Square, connects residents and visitors to the conveniences of city living within walking distance. This mixed-use area is home to a residential neighborhood and significant commercial activity that includes independent retail shops, groceries, cafes, and restaurants within walking distance. The Wayland Square Pedestrian Safety Project will include pedestrian safety and traffic calming strategies through the extension of the sidewalk and curb lines to reduce the street width. The streetscape improvements will reduce the pedestrian crossing distance to reduce the time that pedestrians are in the street and improve the ability of pedestrians and motorists to see each other. The 5-leg project intersection is a critical pedestrian crossing for access to the commercial district where crosswalk users must cross multiple, sometimes high-speed, travel lanes.

Pedestrian safety concerns have been exacerbated by the closure of the westbound I-195 Washington Bridge. The City is initiating this project in direct response to numerous requests from business owners and residents that frequent the area. In addition to bumpouts, the Consultant should propose additional pedestrian safety features such as signal improvements (including auditory feedback) and other traffic calming measures such as speed tables and speed pillows that are feasible at this intersection. Americans with Disabilities Act (ADA) and Public Right-Of-Way Accessibility Guidelines (PROWAG) compliance will be required for all improvements.

Project Area

The Project Area is defined as Wayland Square at the intersections of Wayland Avenue, Angell and South Angell Streets. See Figure 1 above.

Project Oversight

Services under this selection will be coordinated and managed under the direction of the City of Providence Department of Planning and Development. The selected Consultant shall work with the City of Providence Department of Planning and Development in coordination with the Department of Public Works, and other agencies and partners as required for coordination, approvals, and permitting.

Project Budget

Funds are available from the City of Providence's RI Commerce Streetscape Improvement Fund Grant and Capital Improvement Plan (CIP) for both the services associated with this RFP as well as construction of such improvements. No other state or federal funds are anticipated to be used for design or construction of this phase of work.

Scope of Work

All bidders must include in their proposal the following information:

Project Tasks and Deliverables

1. **Project Management:** Identify a project manager, who will serve as the primary contact person between the Consultant and the City of Providence and be responsible for ongoing oversight and management activities including:
 - a. **Produce Invoices, Monthly Progress and Budget Reports:** Monitor the rate of progress on authorized project tasks and acceptable fulfillment of work as well as Monthly Progress Reports to the City. Monthly Progress Reports shall outline work-hours and costs expended per task and a statement as to whether or not sufficient work-hours remain to complete tasks as authorized. Payment invoices shall be processed only if the required Monthly Progress Reports are current. Invoices shall be submitted no more than monthly and shall be submitted by the 20th day of each month in order to be processed in a timely fashion. Any invoices received after the 20th day of each month will not be processed until the following month.

- b. **Coordinate and attend Regular Staff Coordination Meetings, Associated Meeting Materials, and Meeting Summary Notes:** Coordinate and attend regular (bi-weekly) virtual meetings with City staff to discuss findings and critical issues and review project status. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams. For the purposes of this proposal, each meeting shall be expected to be one (1) hour in duration.
- c. **Produce Monthly MBE/WBE Reports:** Monthly monitoring and reporting of City MBE and WBE requirements must accompany all invoices. The City shall supply the Consultant with forms required to be completed by the Consultant and submitted with each invoice.

Deliverables:

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

2. Conceptual Design

- a. Consultant shall review project goals, existing site data, and utility plans and develop a conceptual design plans and conceptual construction cost estimate for pedestrian improvements to the intersection. The conceptual design will consider improvements to safety and accessibility, as well as drainage and other utility conflicts. Consultant shall share conceptual plans and collect feedback from the City and stakeholders and incorporate these changes in further design.

3. 30% Design

- a. **30% Design:** Develop and submit a preliminary engineering plan and estimate. The Consultant shall ensure all aspects of the project meet ADA and PROWAG requirements and needs for drainage.
- b. The Consultant shall expect one round of revisions to the 30% design based on comments from relevant City agencies and partners.

Deliverables:

- 30% Engineering Plans and Estimates
- Revised 30% Engineering Plans and Estimates

4. Final Design Services - 90% Design

- a) **Permitting Forecast:** Prepare the Permitting Forecast. All permitting shall be identified by the Consultant and coordinated with the City and any relevant permitting agencies.
- b) **Final Design Plan Submission and Estimates:** Develop and submit final engineering plans and engineer's estimate with adjustments made as determined through earlier tasks. The Consultant shall anticipate one round of revisions at the 90% Design stage with input from the City and partners.
- c) **Contract Book Preparation:** Prepare a Construction Contract Book using the City's template and edit to include project specific conditions and specifications, details, and all other necessary documents and conditions needed for construction and advertising of the project. The Consultant shall submit a draft contract book and expect one round of revisions with input from the City.

- d) **Utilities and Partner Agency Coordination:** Coordinate communications and attend meetings with utilities and partner agencies, as needed, including but not limited to Rhode Island Energy, Verizon, Cox, NBC, Providence Water, Fire, and Police, RIDOT, RIPTA, and RIDEM. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams. For the purposes of this proposal, up to five (5) utility and partner agency coordination meetings shall be anticipated and each meeting shall be expected to be one (1) hour in duration.
- e) **Utilities and Partner Agency Coordination:** Coordinate communications and attend meetings with utilities and partner agencies, as needed, including but not limited to Rhode Island Energy, Verizon, Cox, NBC, Providence Water, Providence Fire, Providence Police, RIDOT, RIPTA, and RIDEM. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams. For the purposes of this proposal, up to five (5) utility and partner agency coordination meetings shall be anticipated and each meeting shall be expected to be one (1) hour in duration.
- f) **Permit Preparation and Submission:** Prepare and submit formal permits with associated drawings and other materials to meet all permitting requirements for successful completion of the project.

Deliverables:

- Permitting Forecast
 - Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format
 - Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format
 - Contract Book in both PDF and native file (Word) format
 - Revised Contract Book in both PDF and native file (Word) format
 - Meeting agendas, materials, and notes for utility and partner agency coordination meetings
 - Permits and proof of submission
5. **PS&E Design Services:** During this task, the Consultant shall progress the design based on resolutions to comments or discussions during the Final Design Services task.
- a. **Edits:** Make edits to the Final Design Plan Submission, Contract Documents (including distribution of quantities), and Engineer’s Estimates for a PS&E Submission.
 - b. **Construction Scheduler Coordination:** Coordinate, assist, and provide project details to the construction scheduler.
 - c. **Permitting Preparation and Assistance:** Prepare and assist with any and all required permitting.

Deliverables:

- PS&E Submission in both PDF and native file (Excel, Word, AutoCAD, etc.) format
- Meeting notes from meetings with construction scheduler
- Meeting notes from permit preparation and assistance meetings
- Completed permits as required by the project

6. **Advertising and Post Design Services:** (This shall include all project elements indicated as part of previous tasks.)
- a. **Edits:** Make edits to the PS&E Plan Submission, Contract Documents, Distribution of Quantities, and Engineer's Estimate for Advertising Submission.
 - b. **Bid Documents:** Design and develop bid documents for the construction of the Project in accordance with City procedures
 - c. **Permitting Approvals:** Acquire Permitting Approvals.
 - d. **Pre-Bid Conference:** Plan, prepare materials for, and attend a virtual Pre-Bid Conference. The Consultant shall be responsible for the meeting agenda, meeting materials, and meeting minutes. The Consultant shall host the meeting via a videoconferencing platform.
 - e. Respond to contractor questions to clarify the scope of work during the bid phase of the project.
 - f. **Addenda:** Create addenda and assist with responses to bidder questions. For purposes of this RFP, it shall be assumed that there will be two addenda created.
 - g. Perform one bid analysis and make recommendations for award for the bid package.
 - h. Provide construction observation services for the work included in this phase to check for general conformance with the contract documents, including the city standards. The Consultant shall provide a Resident Engineer who shall be present on site during major milestones of the projects and maintain daily sheets documenting work performed and any issues noted. For the purpose of this proposal, it is assumed 12 hours/week during the two (2) months of the expected construction duration
 - i. Review and approval of invoices and associated required forms from contractors.
 - j. Respond to Requests for Information (RFIs) from the contractor regarding the work. For this proposal it is assumed that there will be up to three (3) RFIs.
 - k. **Shop Drawing & Submittal Review:** It is assumed that there will be up to fifteen (15) shop drawings under this phase.
 - l. Evaluate, prepare and recommend action on contractor change orders, extra work, and claims.
 - m. **Materials Testing Schedule:** Submit a Project materials testing schedule for review and approval
 - n. Coordinate with the City and testing facility for materials testing.
 - o. Coordinate with relevant utility companies, permitting agencies, RIDOT, and RIPTA.
 - p. Conduct and coordinate a walkthrough of the project area with key City staff to develop a punch list, ensure contractor completion.

Deliverables:

- Updated PS&E Submission in both PDF and native file (Excel, Word, AutoCAD, etc.) format
- Bid documents in both PDF and native file format
- Copies of permit approvals
- Advertising documents in both PDF and native file format
- Meeting agenda, materials, and notes for pre-bid meeting
- Responses to bidder questions and up to two associated addenda
- One bid analysis containing recommendations for award for the bid package
- Field notes from Resident Engineer performing construction observation services
- Approved invoices from contractors, inclusive of required forms
- Responses to up to three Requests for Information (RFIs) from the contractor regarding the work.
- Up to fifteen (15) shop drawing and submittal reviews
- Evaluation and written recommendations to the City regarding contractor change orders, extra work, and claims

- Draft materials testing schedule for review and approval
- Final materials testing schedule
- Written communications with testing facility for materials testing
- Written communications with relevant utility companies, permitting agencies, RIDOT, and RIPTA.
- Punch list
- Written verification to City from consultant certifying contractor completion of punch list items

Proposed Schedule

Release of Request for Proposals:	February 10, 2025
Proposals Due:	March 10, 2025
Anticipated Contract Signing and NTP:	April 2025
Anticipated PS&E Completion:	September 2025
Anticipated Construction Bidding:	Fall 2025
Anticipated Construction:	Fall 2025-Summer 2026

Evaluation Criteria

All proposals delivered to the City shall be initially reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP.

All responsive proposals will be evaluated and rated based on the proposal submittal requirements and evaluation criteria on the following pages. Please read information regarding each requirement and the criteria for each carefully.

The City reserves the right to award the full contract to one proposer, split the award among more than one proposer, award a partial contract for specific tasks outlined in this RFP, award no contract, and/or to re-release this RFP as it deems in the best interest of the City of Providence.

- 1. Cover Letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal. Failure to provide a cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal may result in disqualification.**

(5 possible points)

Non-Responsive (0 pts): Failed to provide cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

Meets Requirements (5 pts): Provided cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

- 2. Completed Forms as listed on page 3 of this Request for Proposals. Failure to fully complete or sign forms may result in disqualification.**

(5 possible points)

Non-Responsive (0 pts): Provided completed forms as required by the RFP

Meets Requirements (5 pts): Failed to provide completed forms as required by the RFP

- 3. Qualifications and Relevant Experience: Provide resumes and past project information sheets regarding the history and experience of the lead consultant and all subconsultants proposed to be part of the project team. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project. The Project Manager shall be clearly identified along with the roles of other significant project participants. The Prime Consultant and subconsultants shall be collectively scored based on their demonstrated level of experience and competence in the following areas of expertise.**

Please also clearly indicate your team's experience with each of the following Areas of Expertise:

- Engineering excellent pedestrian spaces in constrained urban commercial districts including comfortable crosswalks across busy streets.
- Providing project management and post-design services for similar public infrastructure projects (*The Consultant shall possess a minimum of 5 YEARS (chronologically) in roadway engineering and construction administration of similar projects. For example, the same year cannot be counted twice if two firms on the Consultant's team had experience that year. As part of the evaluation process, the City will assess each Consultant's technical capacity and relative size in relationship to the Project.*)
- Working knowledge of all City, State and Federal transportation laws as well as the City's and RIDOT's design and construction policies, procedures, and standard specifications

- Coordinating with utilities and partner agencies such as RIDOT, RIPTA, RIDEM, CRMC, SHPO, Verizon, Providence Water, NBC, Rhode Island Energy, Cox, and others throughout advanced engineering and construction for public infrastructure projects **in Rhode Island**
- Completing construction project management and post-design services on behalf of municipalities including coordinating with construction schedulers, responding to RFIs, reviewing shop drawings and submittals from contractors
- Working with contractors in dealing with disposal of contaminated soils in sensitive urban and ecological areas
- (30 possible points)

Non-Responsive (0 pts): Resumes and/or past project information sheets are either not included or do not provide any evidence to demonstrate past success in the stated areas of expertise outlined above.

Poor (6 points): Resumes and past project information sheets provide little evidence to demonstrate past success in the stated areas of expertise outlined above.

Below Average (12 pts): Resumes and past project information sheets reflect experience and background in some, but not all, of the stated areas of expertise outlined above.

Average (18 points) : Resumes and past project information sheets reflect experience and background in all of the stated areas of expertise outlined above.

Above Average (24 pts): Resumes and past project information sheets very clearly reflect strong experience and background bringing successful projects to fruition in all of the stated areas of expertise outlined above.

Excellent (30 points): Resumes and past project information sheets very clearly reflect extremely strong experience and background in all of the stated areas of expertise outlined above in a way that exceeds other proposals and is very beneficial to the City of Providence and to the success of this project.

4. Project Approach and Understanding: Include a Scope of Work that outlines the specific tasks and deliverables required for the project as well as a Project Approach and Understanding Narrative that describes how you and your team understand the Project, unique elements of your understanding and approach, and how you will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

(30 possible points)

Non-Responsive (0 pts): A narrative describing the consultant's understanding of the Project and how they will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence was not included in the Proposal; and/or

Poor (6 points): A Scope of Work that outlines the specific tasks and deliverables required for the project was not included in the proposal. Narrative provides poor understanding of the Project and lacks detailed enough evidence to demonstrate that they will be able to meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence and/or

Below Average (12 pts): Scope of Work does not include the specific tasks and deliverables required for the project. Narrative reflects some understanding, but serious concerns remain regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Average (18 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative reflects a basic understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No major concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. If there are concerns, they are only minor.

Above Average (24 pts): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No concerns regarding consultant's understanding of and approach to requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Excellent (30 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects extremely strong understanding of the requirements, purpose, objectives, and specific needs of this project and the

City of Providence in an innovative way that exceeds other proposals and is beneficial to the City of Providence. No concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Scope of Work includes the specific tasks and deliverables required for the project.

5. **References:**

a. **Provide three relevant references for the lead Consultant as well as three relevant references for each subconsultant proposed to be a part of the project team. These may overlap with references for specific projects. Each reference should have the person's full name, email address, and phone number listed.**

b. **Provide at least one reference for each project listed as part of each firm's qualifications. The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. Each reference should have the person's full name, email address, and phone number listed.**

(10 possible points)

Non-Responsive (0 pts)

- 3 relevant references were not provided for lead Consultant; **and/or**
- 3 relevant references were not provided for each subconsultant proposed to be a part of project team; **and/or**
- No references were provided for each project listed as part of each firm's qualifications.

Poor (2 points)

- 3 relevant references were provided for lead Consultant, however two or more did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant; however, two or more references did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more were not directly involved in the project on behalf of hiring agency and/or references did not have direct experience supervising work of consultant.

Below Average (4 pts)

- 3 relevant references were provided for lead Consultant; however, one reference did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant, however one reference did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more did not recommend working with consultant or expressed serious concerns regarding quality of consultant's work.

Average (6 points)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of consultant's or subconsultants' work.
- References were provided for each project listed. No serious concerns were expressed by references regarding quality of work.

Above Average (8 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of the consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No serious concerns were expressed regarding quality of consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.

Excellent (10 points)

- 3 relevant references were provided for lead Consultant and each subconsultant. No concerns expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.

- References were provided for each project listed. No concerns were expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.

6. Proposed Project Schedule broken down by task and subtask on a monthly basis.

(10 possible points)

Non-Responsive (0 pts): Project schedule is either not provided or does not fit within the schedule required for completion of the project by Spring 2026.

Poor (2 points): Project schedule is provided but is not broken down by task and subtask on a monthly basis, however the schedule meets the required completion date for the project.

Good (10 points): Project schedule is provided and is broken down by task and subtask on a monthly basis. The schedule meets the required completion date for the project.

7. Cost Proposal: Provide a Lump-Sum Cost Proposal that includes a Proposed Project Budget and Labor Breakdown and divides down the budget into tasks and subtasks in all work efforts identified and necessary to meet the intent of the project.

Once all proposals have been scored on the technical evaluation criteria listed above, only proposals receiving scores of 74 or greater out of 90 possible points shall be scored on the cost proposal, which shall have a maximum score of 20 points to be added to the total score of the proposals.

Cost Proposals will be scored and ranked as follows: the Respondent submitting the lowest Cost Proposal will be awarded the maximum number of points, which shall be the number of points the City chooses as part of the overall weighting of criteria; the next-lowest Cost Proposal will be awarded points based on the product of: (a) the ratio of the lowest Cost Proposal divided by the next-lowest Cost Proposal; and (b) the amount of points awarded for the lowest Cost Proposal, with such product rounded up to the nearest one hundredth (0.01) of a point; the process will continue for each of the remaining Cost Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Cost Proposal divided by the respective Respondent's Cost Proposal; and the points awarded for the lowest Cost Proposal with such product rounded up to the nearest one hundredth (0.01) of a point.

(20 total possible points)

Lowest Cost Proposal: 20 points

Next Lowest Cost Proposal: (Lowest Cost Proposal/Next Lowest Cost Proposal) x 20 pts

3rd Lowest Cost Proposal: (Lowest Cost Proposal/Third Lowest Cost Proposal) x 20 pts

4th Lowest Cost Proposal: (Lowest Cost Proposal/Fourth Lowest Cost Proposal) x 20 pts

Non-Responsive: 0 points (No Cost Proposal provided)

Interviews: The City may reach out for clarification, up to and including interviews, from all teams who received scores of 74 or greater out of 90 possible points (on the technical evaluation criteria listed as 1-6 in this RFP), which shall (if interviews are conducted) have a maximum score of 20 points to be added to the total score of the proposals. If the City chooses to conduct interviews, all teams with technical evaluation scores of 74 or greater will be invited for separate interviews with the City.

Non-Responsive (0 pts): Proposer declined opportunity for interview.

Poor (4 pts): Proposer was not well prepared for interview and/or interview team raised major concerns about proposer's understanding, approach, and/or experience.

Average (12 pts): Proposer was prepared for interview, and no major concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.

Excellent (20 pts): Proposer was extremely well prepared for interview and no concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.

Scoring Sheet (to be completed by City Evaluation Team)

		Lead Consultant: _____	Lead Consultant: _____	Lead Consultant: _____
Technical Evaluation Criteria	Cover Letter			
	Completed Forms			
	Qualifications and Relevant Experience			
	Project Approach and Understanding			
	References			
	Proposed Project Schedule			
Technical Evaluation Score (subtotal of above)				
Cost Proposal Score				
Interview Score				
Total Score (Technical Evaluation Score + Cost Proposal Score + Interview Score)				

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 request of the department may lead to the disqualification of your bid.

*This information is **NOT** 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.*

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.

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.



**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 election of the City. 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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

- 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.