



Engineers | Scientists | Planners

PARECORP.COM



February 8, 2019  
Revised March 4, 2019

Ms. Sonia Grace  
City Clerk  
City of Central Falls  
580 Broad Street  
Central Falls, RI 02863

**Re: Professional Consulting and Engineering Services and  
Construction Services for Green and Complete Streets  
Central Falls, Rhode Island  
(Pare Proposal No. TP074.19)**

Dear Ms. Grace and Members of the Selection Committee:

Based on our review of the Request for Proposals, our attendance at the pre-bid meeting held on February 1, 2019 and our site visit of the identified streets, Pare Corporation (Pare) is pleased to submit this proposal for developing plans and contract documents to improve the following roadways in the City of Central Falls:

- *Binford Street* – Lonsdale Avenue to Tucker Street (450 feet)
- *Central Street* – Broad Street to Dexter Street (1,950 feet)
- *Claremont Street* – Moore Street to Lonsdale Avenue (565 feet)
- *Clay Street* – Broad Street to Dexter Street (1,500 feet)
- *Cross Street* – Pawtucket Line to Railroad Street (1,346 feet)
- *Cross Street* – Railroad Street to Broad Street (355 feet)
- *High Street* – Foundry Street to underpass and Clay Street to Charles Street (2,954 feet)
- *High Street* – Charles Street to Foundry Street and underpass to Chace's Lane (2,770 feet)
- *Kendall Street* – Moore Street to Lonsdale Avenue (294 feet)
- *Moore Street* – Dexter Street to Kendall Street (950 feet)
- *Notre Dame Street* – Verdun Street to Lake Street (993 feet)
- *Tucker Street* – Lonsdale Avenue to Binford Street (485 feet)

It is our understanding that the construction for these projects will be bid out as one contract but construction will be performed over the 2019 and 2020 construction seasons. It is anticipated that approximately \$1.5 Million will be spent per year.

The scope of services, as we understand it, is to provide both Final Design Services, including preparation of design plans (75% and 100%), technical specifications and an opinion of probable construction costs and also to provide Construction Services, including review of bid documents, recommend the desirable contractor to the City based on the bids, perform construction observations and review and approve all invoices submitted by the contractor. The entire length of the roadways is approximately 2.77 miles. The existing roadway conditions will be visited to finalize the rehabilitation treatments ranging from full depth reclamation to micro milling and pavement overlay. Also, within the project limits sidewalk conditions will be evaluated to determine the limits of replacement and handicap ramps will be reviewed. ADA accessibility throughout the sidewalk systems will be critical. Based on our past experience in other communities, some drainage improvements, in particular to the drainage structures may be required along with roadway work.



The \$3,000,000 available will be used for the final design, construction observation services, and the actual construction of the roadway improvements. Therefore, Pare understands that final design cost estimates will be very important in determining, prior to advertising, the actual number of roadways and what roadways rank the highest and should be reconstructed to maintain the City's budget constraints.

The scope of services to be performed for this project, as we understand it, includes bringing the roadways and sidewalks to final design by performing data collection, preparing or finalizing base plans using the 2014 RIGIS aeriels, utility coordination, evaluation of drainage improvement needs, evaluation of curbing and as necessary sidewalk upgrades, development of preliminary roadway and sidewalk design, preparation of final design and construction documents ready for bidding, and providing for construction administration and observation services. Also, it is our understanding that tree wells will be incorporated into the sidewalk designs and the City will under a separate contract plant the trees. For this project, Pare anticipates that all work will be performed within the City right-of-way and that no easements or right-of-way actions will be required.

Pare anticipates that the roadway improvements and design methods to be implemented for this project may include but not be limited to the following:

- Define and show limits of work on 2014 RIGIS aerial plans,
- Use RIDOT standards and legend for improvement plan callouts,
- Include a typical cross section to define the pavement/sidewalk structure improvements,
- Provide for liquid calcium to be blended within asphalt pulverization for reclamation,
- Provide for micro-milling when cold planing pavement surfaces to improve rideability,
- Provide for saw-cutting of driveways and side street to ensure pavement matching,
- Upgrade drainage structures if deemed necessary,
- Evaluate need to reset/replace curb as part of the pavement improvements,
- Call for tree protection, trimming or removal to facilitate construction,
- Provide for adjusting utility boxes and frames & grates/covers to grade,
- Provide for proper bituminous pavement type, courses and thickness,
- Upgrades to the signage and pavement markings to improve safety,
- Design proper Temporary Traffic Control measures during construction, including providing for both flaggers and local police with cruiser for traffic control.

Based on our initial review, it is anticipated that either full-depth reclamation or micro-milling and replacement of the roadway pavement structure will be proposed. In some cases, full-depth pavement reconstruction may also be required in some spot areas where pavement micro-milling and overlay is being proposed.

It is anticipated that the pavement width will closely resemble the existing pavement width.

## APPROACH

The following are brief descriptions of the various engineering tasks that Pare will perform for the completion of the identified Green and Complete Street Improvements. The process to complete this assignment will include the following:

- Data collection and field reviews,
- Development of 11" x 17" base plans using current Rhode Island GIS aerials for the roadways,
- Development of design improvements to the roadways, sidewalks and curb ramps,
- Evaluation of the need for minor drainage improvements to structures,
- Coordination with underground utility companies,
- Project design two Phases - 75% and 100%,
- Respond to questions and issue an Addendum during Advertising by the City,
- Provide Construction Administration and full-time Observation Services as may be required during key construction tasks.

Project coordination with the City will be integrated throughout the design process. This component is important to ensure the project's success. Many of the tasks described below will be performed concurrently and in a coordinated process to ensure that the project is acceptable and constructible as well as addresses the needs of the City.

Following are descriptions of the general activities proposed for our scope of work for the design improvements for the roadway improvements:

### **Phase IA: 75% Roadway Design**

- a. *Coordination/Meetings:* Pare will coordinate continuously throughout the design phase of the project with the City's Public Works Department. In addition to our coordination efforts, representatives of Pare will attend a field review meeting with Public Works staff to review all roadways to finalize the limits, identify any problems on the roadways at 75% and any potential improvement opportunities within the project roadway limits that should be considered. Other Informational/Project Meetings to present progress submissions and discuss the project will also be held throughout the two design phases.
- b. *Data Collection and Field Investigation:* For the roadways, Pare will gather supporting data and information including existing 2014 RIGIS Aerials, existing studies, and plans that may have been completed and that may be relevant to the project design. Also, the Pare Team will conduct a detailed field investigation and walk-through of the 2.77 miles of project roadway to document the existing conditions including pavement condition, lane configurations, drainage system conditions, curbing, sidewalks, handicap ramps, potential for ADA issues, pavement markings and signing conditions, as well as to observe traffic operations and pedestrian activities, driveway entry and exit operations, and parking activities along each corridor. Adjacent land uses will also be observed and documented.
- c. *Utility Coordination:* Pare will contact public and/or private utilities which currently exist or who may enter the project area with upgrades and/or new facilities during the design period. Our Team will obtain pertinent utility data necessary to accurately depict the existing visible utility structures to be shown on the plans for adjustment to grade.
- d. *Develop Aerial Base Plans:* For the roadways, Pare, through the use of the current Rhode Island GIS Aerial images, will develop the existing condition base plans to show both the existing conditions from our field investigations and the proposed improvements. For the development of these plans, Pare assumes that all roadway improvements are located within the City right-of-way and therefore no property line information will be shown nor will the need for any right-of-way access or takings be required. The following is a listing of what will be included on the aerial base plans:

- Using the most recent existing RIGIS aerial images, develop 11"x17" base plans at a scale of 1"=40' or a suitable scale to show the proposed design improvements.
  - Provide names of streets, pole numbers, north arrow, and title block.
  - Show approximate location of the existing utility structures and drainage system.
  - Develop base plans using AutoCAD Civil 3D.
- e. *Roadway Design:* For the roadways, Pare will develop proposed typical sections for the various roadway improvements. The proposed typical sections will address the need for the type of pavement restoration and the need for curbing resetting/replacement, and sidewalk improvements. Pare will establish a general roadway baseline for each roadway to be used for quantity estimating purposes only and not intended for construction layout. Locations and limits of the proposed pavement and sidewalk improvements and handicap ramp replacement will be established within the existing ROW. The design will maintain the existing horizontal and vertical roadway alignment to minimize impacts to the abutting properties.
- f. *Storm Drainage Evaluation:* As part of the evaluation of the existing storm drainage system improvements, the Pare Team will visually inspect the existing drainage structures within the roadway corridors to determine the adequacy of the structures. Pare assumes that if cleaning of the systems is required, this work will be performed by the City. From Pare's evaluation and if deemed necessary, we will consider the proper drainage rehabilitation method such as rebuilding or replacing damaged catch basins or manholes.
- g. *Sidewalk Evaluation & ADA Compliance:* For the roadways, Pare will analyze the condition of the sidewalks and provide recommendations regarding the need for partial or complete replacement. Additionally, we will coordinate with the City on the need for providing ADA compliance for wheelchairs as part of the requirements when pavement resurfacing is proposed.
- h. *75% Design Plan:* For the roadways, Pare will prepare the 75% Design Plans which will provide callouts to depict the general nature of proposed improvements such as the limits of work, typical sections showing the proposed pavement structure reconstruction, curb resetting or replacement and sidewalk improvements limits, drainage improvements (if needed), side street and driveway matching/repairs, and proposed pavement markings and signage.

As a minimum, the 75% design plans will include the following;

- Title Sheet and Key Plan,
  - General Notes and Legend,
  - Typical Sections,<sup>1</sup>
  - General Plans including proposed pavement and sidewalk improvement work, drainage improvements, utility adjustments and other ancillary road improvements including pavement markings and signage replacement,
  - Detail Sheets and,
  - Temporary Traffic Control Plans for construction.
- i. *Opinion of Probable Construction Cost:* Based on the completion of the 75% design plans for the roadways, Pare will prepare an opinion of probable construction cost estimate utilizing the RIDOT's standard items, the latest weighted average unit prices or prices we are receiving from Contractors on an on-going contract with the Town of North Smithfield. A summary estimate of the total construction costs for the roadways will be prepared using an excel

spreadsheet and submitted to the City for review for budgeting purposes. Pare understands that this task is a very important part in the project development to ensure that the number of roadways being designed can be constructed within the budget established.

- j. *Environmental Permitting:* For this project, Pare assumes that wetland permitting will not be required and no coordination with RIDEM will be necessary.

#### **Phase IB: 100% Final Roadway Design**

Upon receipt of the 75% design review comments for the roads and confirmation from the City as to the number of roadways that will be included in the contract due to budgeting purposes, Pare will commence with finalizing the roadway design and contract documents for advertising. This phase of design will include refinement of roadway and sidewalk design, pavement markings and signage, and temporary traffic control plans. The work to complete this phase will include the following:

- a. Pare will advance the 75% design plans for the project to the final stage of completion. These plans will include the plans identified under the 75% Design Phase and any modifications needed to reduce the number of roadways to be improved as part of the development of the 100% project design.
- b. Any required utility impacts or betterments by the utilities will be coordinated with the appropriate utility companies and noted on the plans and contract documents.
- c. At this stage of design, Pare will finalize the design of improvements to the drainage systems which may include repairs or replacement of existing catch basins or manholes.
- d. Pare will also finalize the Temporary Traffic Control (TTC) Plans and requirements using standards based on the 2009 Manual on Uniform Traffic Control Devices (MUTCD) for construction implementation. The plans will consider the need to provide access to residences and businesses throughout the project in addition to accommodating through traffic. Quantity estimates will be included for both flaggers and police with cruisers to help the City in finalizing their construction budget.
- e. Pare will prepare the special provisions in accordance with RIDOT's Standard Specifications for Highway and Bridges, latest edition. Care will be taken during the design to use RIDOT standard construction specifications whenever possible. Supplemental special provisions will only be prepared to specify work not covered by the standard documents. In addition, Pare will provide a suggested sequence of construction (if necessary) to allow for suitable phasing of the work by the contractor. Also, we will develop a construction time schedule to determine the construction completion date. We assume that the City will provide Pare with their standard front boilerplate specifications for construction bidding that would include the general City requirements, forms, bond requirements and their general conditions. Pare will provide the necessary technical specifications and bid proposal sections of the contract specifications ready for construction advertising.
- f. At the 100% Final Design stage, we will update and finalize the itemized quantity estimates from the 75% Design Plans and prepare an updated estimate of probable construction cost for the roadways and a bid proposal form to be included in the construction contract book for bidding. The project cost estimate will be based on most recent

published Weighted Average Bid Prices from RIDOT and based on bid prices we have recently received on other recent municipal roadway projects.

- g. Once all components of the submission are prepared, Pare will compile the Final Design Submittal Package including Plans, Special Provisions, Bid Proposal, and the Contract Book for the City's final review before bidding.

## **Phase II: Construction Services**

On an as-needed basis, Pare, during contract negotiations with the selected contractor, is anticipated to provide construction management and/or observation services, including assisting the City during the Advertising Phase to answer questions and issue a contract addendum if required during advertising, as well as providing on-site observation as needed during construction to ensure compliance with approved plans and specifications.

### **1. Phase IIA: Bid Services**

Pare will be available during Construction Advertising to respond to questions and prepare a contract addendum, if needed, to interpret and clarify the contract documents on behalf of the City of Central Falls.

Upon receipt of contractor bids, Pare will evaluate the submissions and make a recommendation to the City for the best bid which may not only include fee but should also take into account qualifications.

### **2. Phase IIB: Construction-Phase Services**

Pare has the experienced staff to provide both construction administration and full-time observation services as requested and as needed by the City. Also, Pare will be available during the term of construction to provide any contract administration services. The following is a listing of the construction services that may be provided:

- a. *Pre-Construction Conference*: Members of the Pare Team will attend a pre-construction conference, at which time details of the proposed construction will be discussed.
- b. *General Administration*: The Pare Team will provide services to act as the owner's representative as it pertains to the contract documents and proper completion of the project construction. Pare will correspond with the necessary parties (City, Contractor, etc.) throughout construction.
- c. *Site Visits*: Pare staff members will be available to furnish advice and to perform construction observation services, as necessary. The construction coordination would include attendance at regular coordination meetings and to observe construction progress, to interpret and make clarifications to contract plans and specifications, and to resolve changes brought about by actual field conditions encountered. Written documentation of the meetings will be prepared.
- d. *Field Orders*: Pare will assist the City in providing services to clarify and interpret issues related to the contract documents.

- e. *Change Orders:* Pare will assist the City in providing services to review recommended changes to the work. Approval of the change orders will be reviewed and discussed with the City for legitimacy.
- f. *Shop Drawings Review:* Contractor's submittals will be reviewed by the Pare Team for compliance with the plans, specifications, and contract documents, and for general conformance with the design concept. Pare will receive, review/evaluate, take action if necessary, and file the shop drawings provided by the Contractor.
- g. *Inspection and Tests:* Pare can review the certificates of inspections and observe any required material testing to render decisions in regards to ensuring they are completed in accordance with the contract documents. Please note that the cost for providing material testing has not been included as part of our fee proposal.
- h. *Application for Payment:* Pare will provide services to review the contractor's project progress payments. Pare will review each item being requested thoroughly. After review Pare will provide a recommendation, certification and approval of the application for payment prior to providing it to the City for action.
- i. *Resident Project Representation:* Pare will provide construction observation services to oversee the construction as needed to ensure the project is constructed in conformance with the contract documents. The tasks to be completed include:
  - Review progress schedule, shop drawing submittals, and schedule of quantity values.
  - Attend progress meetings, job conferences, and other project related meetings. Prepare and circulate minutes of each meeting.
  - Assist City in interpreting contract documents.
  - Oversee and observe the contractor's work at key construction times or tasks to ensure it is in conformance with the contract documents. If required by the City, oversee the construction testing to be performed by others.
  - Prepare a field report for site visits to describe the field crews on-site, completed work, issues that arose, resolutions to issues and photographs to document progress these will be submitted to the City on a bi-weekly basis.
  - Maintain project documents (plans, contract book, minutes, field progress reports, field reviews, shop drawings, samples, change orders etc.) accurately and orderly during construction: Pare will conduct a substantial completion and final observation tour and assist in preparation of a punch list.
  - Pare will review payment applications with the Contractor for compliance with the established procedure for submission to the Project Manager for review.
  - Prior to the issuance of a certificate of substantial completion, Pare will submit a list of observed items requiring completion or correction to the contractor. Pare will conduct a final inspection and prepare a list of items to be completed or corrected. Pare will review the field work to ensure all items are addressed.
  - Pare will coordinate with any subcontract services for field testing as determined by the contract documents or by the City. Coordination will include scheduling and witnessing test procedures as well as acquiring and reviewing the test reports.

## DELIVERABLES

For this project, Pare will provide the City of Central Falls with the following deliverables:

- a. *75% Design Phase:* We will submit three (3) sets of preliminary 11" x 17" plans for the new roadway and any of the existing roadways that may need revisions and three (3) sets of the preliminary opinion of probable construction costs for the City's review.
- b. *100% Design Phase:* We will submit three (3) sets of the final 11" x 17" plans for this phase of the project and three (3) sets of the final opinion of probable construction costs and contract specifications, including the bid proposal for the City's review before advertising.
- c. *Advertising Phase:* Pare will submit ten (10) sets of 11" x 17" plans and ten (10) sets of the final contract documents and technical specifications to the City for construction advertising.

## SERVICES PROVIDED BY THE CITY OF CENTRAL FALLS

The City of Central Falls is to provide Pare with any existing plans of the roadway or of the adjacent property improvements that may be available.

## PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be a reasonable time frame as agreed upon with the City. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

## BASIS OF COMPENSATION

The City of Central Falls shall pay Pare Corporation for the *Phase I: 75% Roadway Design and the Phase IB: 100% Final Roadway Design* Basic Services rendered as described above, an amount based on actual accrued time in accordance with the attached Schedule of Fees for services rendered by principals and employees. It is estimated that the **Lump Sum Fee will be Thirty-Eight Thousand Four Hundred Thirty Dollars (\$38,430.00).**

The City of Central Falls shall also pay Pare Corporation for any *Phase II: Construction Services* for services rendered at the approved hourly rates as shown on our attached Schedule of Fees. Services for construction work will be coordinated with and approved by the City prior to commencing any work.

Pare Corporation reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.

This represents our best judgement at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this proposal is based change, an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges and we will not exceed the recommended budget without your approval, nor will be required to work beyond the approved budget.



**ADDITIONAL SERVICES**

Services required by the City of Central Falls which are not part of the Scope of Services as described above shall be considered Additional Services. Additional Services shall be furnished by Pare or obtained from others by Pare if requested in writing by the City of Central Falls. The City of Central Falls shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by the City of Central Falls.

Oral directives by the City of Central Falls authorizing Additional Services will be confirmed in writing by Pare. The City of Central Falls shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to subsequent to completion of authorized Additional Services.

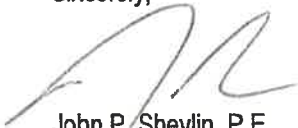
-----

**ACCEPTANCE**

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all of the paragraphs included within the Statement of Terms and Conditions (Exhibit B), a copy of which is attached and made a part of this Agreement. Please do not hesitate to consult with us concerning any questions regarding this Agreement and the attached Terms and Conditions.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,



John P. Shevlin, P.E.  
Senior Vice President

JPS/

Enclosures

- Statement of Terms & Conditions dated March 4, 2019, Exhibit B
- Schedule of Fees dated March 4, 2019

This Proposal for Services and Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the City of Central Falls.

**CITY OF CENTRAL FALLS**


By \_\_\_\_\_

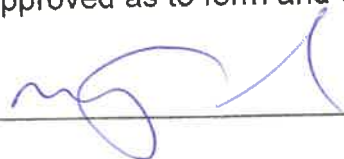
Title Mayor

Typed Name James A. D.ossa

Date 4/11/2019

Approved as to form and correctness:

  
Acting Finance Director  
4/2/19



---

## CONSTRUCTION SCHEDULE OF FEES

For Proposal for Services, dated March 4, 2019  
(Pare Proposal No. TP074.19)

### LABOR:

Project Engineer	\$ 125.00/Hour
Managing Engineer	\$ 150.00/Hour
Principals & Officers	\$ 175.00/Hour
Resident Project Representative	\$ 100.00/Hour
CADD Operator	\$ 90.00/Hour
Clerical/Office Personnel	\$ 70.00/Hour

### REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.58/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there may be charges for time required for travel from company office to and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates.

Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.





## STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated March 4, 2019, by and between the City of Central Falls (Client) and Pare Corporation, (Pare) in respect of the Green and Complete Street (Project) described therein.

### SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed, will become effective upon Pare's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of Pare's services, and the rates and amounts of Pare's compensation shall be adjusted equitably.

1.5 If Pare's services include the performance of any services during the construction phase of the Project,

a. it is understood that the purpose of any such services (including any visits to the site) will be to enable Pare to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of Pare, nor the presence of Pare or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Pare personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, Pare and Pare's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.



## EXHIBIT B

b. (*Shop Drawing Review*) it is understood that Pare shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Pare's review shall be conducted with reasonable promptness while allowing sufficient time in Pare's judgment to permit adequate review. Review of a specific item shall not indicate that Pare has reviewed the entire assembly of which the item is a component. Pare shall not be responsible for any deviations from the Construction Documents not brought to the attention of Pare in writing by the Contractor. Pare shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

### SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services actually completed at the time of billing.

**2.2 All invoices shall be paid in full prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.**

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date of Pare's statement therefor, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account will be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.



## EXHIBIT B

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

### **SECTION 3. ADDITIONAL SERVICES**

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

### **SECTION 4. REIMBURSABLE EXPENSES**

4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.0 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

### **SECTION 5. CLIENT'S RESPONSIBILITIES**

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors, and Pare shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Pare to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.



## EXHIBIT B

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever he observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.

5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to Pare within 30 days of the date of the invoice, Pare may, without waiving any other claim or right against Client, suspend services under this Agreement until Pare has been paid in full all amounts due Pare and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges Pare's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services Pare shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, Pare shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

### SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

### SECTION 7. STANDARD OF CARE

7.1 Services provided by Pare under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

### SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Pare) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will



## EXHIBIT B

perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; (4) such limited license to Client shall not create any rights in third parties.

8.6 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

### SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since Pare has no control over building operation and/or maintenance costs, Pare cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by Pare.

### SECTION 10. CERTIFICATIONS



## EXHIBIT B

10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Pare. Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistence with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

### **SECTION 11. LIMITATION OF LIABILITY**

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed \$50,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### **SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE**

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare 3.20 times Direct Labor Costs for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify Pare, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Pare, or its consultants, due to the sole negligence of Pare, or its consultants.





### **SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS**

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

### **SECTION 14. INDEMNIFICATION**

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### **SECTION 15. SUSPENSION OF SERVICES**

15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, Pare may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

### **SECTION 16. DISPUTE RESOLUTION**

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



## EXHIBIT B

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

### **SECTION 17. TERMINATION**

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

### **SECTION 18. TITLES**

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

### **SECTION 19. GOVERNING LAW**

19.1 The laws of the State of Rhode Island will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Rhode Island.

### **SECTION 20. INTEGRATION**

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

### **SECTION 21. SEVERABILITY AND SURVIVAL**

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.



## **SECTION 22. SUCCESSORS AND ASSIGNS**

22.1 Client and Pare each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

22.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and Pare.

## **SECTION 23. ENTIRE AGREEMENT**

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

**(END)**

## FEE PROPOSAL

Task	Manhours						Total	
	PR	PM **	PE **	SE **	CO/CR	CL	Hours	Fee
	\$175.00	\$150.00	\$125.00	\$100.00	\$ 90.00	\$ 70.00		
<b>PHASE I DESIGN:</b>								
<b>Phase IA - 75% Preliminary Design Plans &amp; Estimate</b>								
A. Project Management, Meetings and Administration	2	2	4	4	0	2	14	\$ 1,690.00
B. Data Collection & Field Reviews	0	0	16	16	0	0	32	\$ 3,600.00
C. Develop Aerial Base Plans of Project Roadways	0	2	2	0	28	0	32	\$ 3,070.00
D. Develop 75% Roadway Design Plans	0	2	12	40	28	0	82	\$ 8,320.00
C. Develop Typical Roadway Cross-sections	0	0	2	8	12	0	22	\$ 2,130.00
D. Develop Cover, Legend, Notes & Details	0	2	2	4	8	0	16	\$ 1,670.00
E. Estimate Quantities & Opinion of Probable Cost	0	2	4	16	0	0	22	\$ 2,400.00
F. Develop Technical Job Specific Specifications	0	2	6	16	0	4	28	\$ 2,930.00
G. Review & Finalize 75% Documents	2	2	4	6	6	0	20	\$ 2,290.00
<b>Subtotal Phase IA</b>	<b>4</b>	<b>14</b>	<b>52</b>	<b>110</b>	<b>82</b>	<b>6</b>	<b>268</b>	<b>\$ 28,100.00</b>
<b>Phase IB - 100% Final Design</b>								
A. Project Management, Meetings and Administration	2	2	4	4	0	2	14	\$ 1,690.00
B. Finalize Roadway Plans, Sections & Details	0	2	6	12	12	0	32	\$ 3,330.00
C. Finalize Quantities & Opinion of Probable Cost	0	1	2	6	0	0	9	\$ 1,000.00
D. Finalize Contract Specifications	0	1	2	8	0	0	11	\$ 1,200.00
E. Review & Finalize 100% Documents for Advertising	2	2	2	4	4	1	15	\$ 1,730.00
<b>Subtotal Phase IB</b>	<b>4</b>	<b>8</b>	<b>16</b>	<b>34</b>	<b>16</b>	<b>3</b>	<b>81</b>	<b>\$ 8,950.00</b>
<b>Total for Phase I Design Services</b>	<b>8</b>	<b>22</b>	<b>68</b>	<b>144</b>	<b>98</b>	<b>9</b>	<b>349</b>	<b>\$ 37,050.00</b>
<b>Out-of-Pocket Expenses</b>								
Mileage @ \$0.58/mile; Say 100 miles (Budget)								\$ 580.00
Reproduction Cost (Budget)								\$ 800.00
<b>SUBTOTAL (Does not include Material Testing during construction)</b>								<b>\$ 1,380.00</b>
<b>TOTAL FEE FOR PHASE I &amp; II:</b>								<b>\$38,430.00</b>

**LEGEND**

**PR** Principal Manager  
**PM** Project Manager  
**PE** Project Engineer  
**SE** Senior Engineer/Engineering Technician  
**CO** CADD Operator  
**CR** Sr. Resident Construction Representative  
**CL** Clerical Office