

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF EAST PROVIDENCE, RHODE ISLAND AND**

VENDOR NAME

THIS agreement, entered into as of this **XX** day of **MONTH/YEAR** by and between the City of East Providence, acting by and through its City Mayor (hereinafter called the ("CITY")) and **VENDOR NAME** (hereinafter called ("CONSULTANT")).

WHEREAS, the CITY desires to engage the CONSULTANT to render certain technical and professional services hereafter described in connection with **Description of services** for the City's **RFP/Q EP22/23-XX**.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT shall do, perform and carry out according to specifications set forth in **RFP EP22/23-XX**, **Scope of Services, of the Request for Proposals labeled Exhibit A**, attached to and made part of this Contract, the following services: **Professional Services for Description of service**.

The basic services and requirements of this agreement shall consist of and include all requirements of **Exhibits "A", "B", "C", "D", and "E"** and that all exhibits are incorporated into this contract by reference.

2. TIME OF PERFORMANCE

The services of the CONSULTANT are to commence within ten (10) working days after a "Notice to Proceed". The work under this contract shall proceed in accordance with the Project Schedule presented as **Exhibit B**. The CONSULTANT is not responsible for delays caused by State Agency or CITY review, beyond that incorporated in the Scope of Services, changes to the Scope of Services, or other delays beyond the CONSULTANT'S control.

This contract will be amended as future phases of the overall project are defined.

3. COMPENSATION

Total anticipated cash and services to be used for this phase of the project are allocated as noted in the attached **Exhibit C, Cost Proposal**. The work will be performed on a time-charge-plus expense basis with a maximum fee not to exceed **\$XXXX (DOLLARS and 00/100)**. All printing, travel, and other miscellaneous costs shall be included in the total not to

exceed fee. The CONSULTANT agrees to complete all the work required in paragraph 1 entitled Scope of Services for said maximum fee. Compensation shall in no event exceed this amount, unless mutually agreed upon as a result of a change in the Scope of Services (per requirements of Paragraph 8 Changes and Notices).

4. RECORDS

The CONSULTANT agrees to keep and maintain adequate records showing the extent and value of all expenditures, and services rendered, including any in-kind services. The CONSULTANT also agrees to keep records where necessary to indicate compliance with the terms and conditions of this Contract and applicable state regulations.

The CONSULTANT further agrees to give the CITY, or duly authorized representatives thereof full access to and the right to examine directly all of the CONSULTANT'S pertinent books, documents, papers, and records involving transactions related to the Contract for three years from the final payment under the Contract.

The CONSULTANT shall maintain the following records:
records concerning the race, sex, and ethnic origin of applicants for employment and employees directly involved in the project.

5. METHOD OF PAYMENT

The CITY will pay to the CONSULTANT the amount set forth in Paragraph 3, COMPENSATION and **Exhibit C, COST PROPOSAL**, which will constitute full and complete compensation for the CONSULTANT'S services hereunder.

For the services described in **Exhibit A**, Scope of Services, the CITY agrees to pay the CONSULTANT at the salary cost of such services for employees plus the salary cost for overhead and profit, plus actual out-of-pocket expense costs, plus actual costs of work done by sub-consultant, subject to the limitation of total cost as set forth below in the amount of **\$XXXX (DOLLARS and 00/100)**.

Salary cost is defined as the cost of salaries for time directly chargeable to the project; plus unemployment, excise, and payroll taxes; and contributions for social security, employment compensation insurance, retirement benefits, and medical and other group insurance benefits. Individuals' salaries listed in **Exhibit C** are current as of the date of this contract. Compensation to CONSULTANT shall be made using actual salaries of employees at the time work is conducted; provided that the CONSULTANT'S total costs shall not exceed the established not-to-exceed limit.

Actual out-of-pocket expense costs are all costs other than salary costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: automobile rental if required, mileage charges, parking, tolls, telephone, printing and reproduction costs, and other

miscellaneous costs incurred specifically for this project. The charges for in-house computer program usage will be at the CONSULTANT's regular rates.

The total cost of all services described in **Exhibit A**, including salary costs, actual out-of-pocket expense costs, and all those fees and costs as stated on **Exhibit C**; shall not exceed **\$ XXXX**, unless mutually agreed upon based upon a change to **Exhibit A**, Scope of Services (per requirements of Paragraph 8 Changes and Notices).

The CITY shall make partial payments to CONSULTANT monthly on the basis of actual work performed at that time.

The CONSULTANT shall submit a request for payment specifying that the consultant has performed the work under this Contract in conformance with the Contract and that the CONSULTANT is entitled to receive the amount requisitioned under the terms of the Contract. Such sum will be paid subject to review and approval of the request for payment by the CITY. Payments will be made monthly by the CITY subject to receipt by the CITY of proper invoice and documentation no later than the 15th day of each month.

If the CITY objects to any portion of any invoice, the CITY shall notify the CONSULTANT of the objection within twenty-one (21) days of receipt of the invoice, give a reason for the objection, and pay the portion of the invoice not in dispute.

Payments in dispute shall not accumulate interest charges and shall not be subject to the conditions stated above until the date of resolution.

6. TERMINATION OF CONTRACT FOR CAUSE

If through any cause attributable to the CONSULTANT, the CONSULTANT shall fail to fulfill in a timely and proper manner the CONSULTANT'S obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, reproducible copies of all finished or unfinished documents, data, studies, and reports prepared by the CONSULTANT under this Contract shall become property of the CITY and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding any other provision of this Agreement, all of CONSULTANT'S pre-existing or proprietary computer programs, software, information or materials developed by CONSULTANT outside of this Agreement shall remain the exclusive property of CONSULTANT. The CONSULTANT will be paid an amount for the services actually performed and covered by this contract, less payments of compensation previously made.

This Agreement may be terminated by either party upon five days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7. TERMINATION FOR CONVENIENCE OF CITY

The CITY may terminate this Contract at any time by five (5) days written notice. If the Contract is terminated, the CONSULTANT will be paid for all work performed up to and including the date of termination.

8. CHANGES AND NOTICES

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation and for time of performance, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

Changes which may also from time to time be required by State agencies shall be incorporated in written amendments to this Contract provided the tasks are within the general scope of the original agreement, and the CONSULTANT is compensated a fair and reasonable price for the additional effort. All notices with respect to changes shall be forwarded by certified mail to East Providence City Hall, Controllers Office, Room 103, Attn: Ralph Mitchell, Procurement Specialist, 145 Taunton Avenue, East Providence, RI 02914 with a copy to **Staff Project Leader.**

9. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and shall incorporate the following requirements in any subcontracts.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation; and selection for training including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be obtained from the government setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall work with the CITY'S Affirmative Action Officer in implementing the Equal Employment requirements of this contract.

10. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer or employee of the CITY, or it's designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program(s) under which this project is funded shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

11. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The CONSULTANT warrants that no person, agency or entity has been employed by it or retained by it to solicit or secure this agreement upon any understanding or agreement for a bonus, commission, percentage, brokerage, or contingent fee. For breach or violation of the warranty, the CITY shall have the right to cancel this agreement for cause and to recover the full amount of bonus, commission, percentage, brokerage, or contingent fee.

12. INSURANCE

The CONSULTANT shall provide errors and omissions insurance in accordance with **Exhibit D, "Bonding and Insurance Requirements"**. In any case, the CONSULTANT shall save, keep and hold the CITY and its officials harmless from all damages, liabilities, losses, or judgments, directly caused by the CONSULTANT'S negligent acts or willful misconduct. Insurances where required shall be non-cancelable for the life of the project and a copy of the **Certificate of Insurance shall be attached to this Contract as Exhibit E**. The City of East Providence is to be listed as an additionally insured.

13. COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall comply with applicable laws, ordinances, codes and regulations of the federal, state and local governments, identify for the CITY and advise the CITY regarding all permits needed for compliance for the project to assure such compliance and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

The laws of the State of Rhode Island shall govern this contract.

14. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the CITY. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as the CONSULTANT is for the acts and omissions of persons directly employed by

him. The CONSULTANT shall insert in each subcontract appropriate provisions requiring compliance with the labor standards, equal opportunity and other provisions of this Contract.

15. ADDITIONAL SERVICES

Additional services required by this Contract shall be subject to the written approval of the CITY. Additional services must be within the general scope of this original agreement, and the CONSULTANT shall be compensated a fair and reasonable price for such additional effort.

16. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT, except by written consent of the CITY.

17. DOCUMENTS

17.1 The CONSULTANT will provide the CITY with reproducible copies of reports, documents, maps, photographs, and data prepared under this Contract in addition to submissions noted in **Exhibit A**, "SCOPE OF SERVICES" and said documents shall become property of the City. Additional copies will be provided at the option of the CITY. The costs for additional copies will be borne by the CITY.

17.2 Any re-use of the documents by the CITY for purposes other than those expressly intended by this agreement, without the written agreement of the CONSULTANT will be at the CITY'S sole risk, and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

18. CONSULTANT RESPONSIBILITY

18.1 The standard of care applicable to the CONSULTANT'S services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The CONSULTANT will perform any services not meeting this standard without additional compensation.

18.2 The CONSULTANT agrees to hold harmless and indemnify the CITY from any property damage or personal injury to any of the CONSULTANT'S property, employees, or agents directly caused by the CONSULTANT'S performance of its obligations under this contract.

18.3 Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services acquired under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with the applicable law,

for all damages to the CITY to the extent directly caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract.

18.4 The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

18.5 The CONSULTANT shall designate a project team to work on these projects. In the event any of these personnel leave the CONSULTANT'S employ, the CONSULTANT shall replace them in a timely manner with personnel of equivalent abilities or receive CITY approval for a plan that addresses how the project schedule and quality will be maintained by the CONSULTANT. Any delays resulting from such personnel changes shall be the responsibility of the CONSULTANT.

18.6 The CONSULTANT shall be responsible for the quality and technical accuracy of all services provided under this Contract to be consistent with relevant existing federal, state and local regulations.

19. CITY'S RESPONSIBILITIES

19.1 The CITY shall designate a representative or representatives authorized to act in the CITY'S behalf with respect to the technical aspects of the project. The CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services.

19.2 If the CITY becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, prompt notice thereof shall be given by the CITY to the CONSULTANT.

19.3 The CITY shall render approvals and decisions as expeditiously as possible for the orderly progress of the CONSULTANT'S services and of the work.

19.4 The rights and remedies of the CITY provided for under this contract are in addition to any other rights and remedies provided by law.

20. ARBITRATION

20.1 All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or any breach thereof, shall be decided by arbitration in accordance with the then current Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the CONSULTANT, the CITY, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute

consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

20.2 Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

20.3 The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

CITY
The City of East Providence
East Providence, RI 02914

CONTRACTOR
NAME
ADDRESS
XX

By:

By:

(Signature)

(Signature)

Roberto L. DaSilva, Mayor
(Printed Name and Title)

(Printed Name and Title)

(Date of Execution)

(Date of Execution)

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PROJECT SCHEDULE

EXHIBIT "C"
COST PROPOSAL

EXHIBIT "D"

BONDING AND INSURANCE REQUIREMENTS

The CONSULTANT shall provide Certificates of Insurance assigned to the City of East Providence, Rhode Island where required, in accordance with Section 12 of this Agreement

The CONSULTANT agrees to provide the CITY with Professional Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00), with the City of East Providence being listed as "certificate holder".

The CONSULTANT shall keep all insurance coverage in full force and effect during the term of this Agreement and to provide the CITY with copies of any changes in endorsements and/or coverage during the term of this Agreement.

EXHIBIT "E"

CERTIFICATE OF INSURANCE