



**TOWN OF  
NORTH KINGSTOWN, RHODE ISLAND**

100 Fairway Drive  
North Kingstown, RI. 02852-6202  
Phone: (401) 294-3331  
Fax: (401) 583-4140  
[www.northkingstown.org](http://www.northkingstown.org)

**REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL SERVICES FOR THE  
WICKFORD WATERFRONT PROJECT**

\*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until 3pm on Friday, April 12, 2019, and will then be publicly opened.

**NO QUALIFICATIONS WILL BE ACCEPTED AFTER THE APRIL 12, 2019 3 PM DEADLINE.**

**IT IS THE RESPONSIBILITY OF THE PROSPECTIVE VENDORS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUMS. NO ADDENDUMS WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.**

The bid will be evaluated as to R.I.G.L. 45-55-8.1 "Qualification based selection of architects and engineers," and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

**\*PLEASE SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES  
(HARDCOPY AND FLASHDRIVE FORMATS)**

## SELECTION CRITERIA

**The proposal will be evaluated as to R.I.G.L. 45-55-8.1 “Qualification based selection of architects and engineers.” The proposal will also be evaluated as to R.I.G.L. 37-2-64; 37-2-66; 37-2-67 and 37-2-68 and the award shall be made on the basis of the highest qualified firm.**

The following factors will be considered in determining the highest qualified firms and your submission must demonstrate and include your firm's:

- Competence to perform the services as reflected by technical training and education; general experience; experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services;
- Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously;
- Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
- Ability to meet the proposal requirements and to demonstrate an understanding of the scope of the projects;
- Experience of the Firm in similar projects;
- Services offered;
- Quality of the work previously performed by the Firm for the Town of North Kingstown, if any;
- All documentation that must be included with the proposal to allow for the evaluation of the highest qualified firms is as follows:
  - ✓ Performance Data Form, enclosed
  - ✓ Qualification Statement, enclosed
  - ✓ Proof of Errors and Omissions Insurance coverage as outlined in “Information to Vendors,” enclosed
  - ✓ Personnel assigned to the project; resumes; qualifications; licenses and professional registration. *Note: All engineering services requiring a Professional Engineer shall be performed by a RI Licensed Professional Engineer; all architectural services shall be performed by a Rhode Island Licensed Architect; all Landscape Architecture Services shall be performed by a RI Licensed Landscape Architect; (Substitutions will not be allowed without prior approval of the awarding authority); and*
  - ✓ Description of services to be provided.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND  
INFORMATION FOR VENDORS**

**ARTICLE 1. RECEIPT AND OPENING OF QUALIFICATIONS**

Requests for Qualifications must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Municipal Offices, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the project. Qualifications will be received by the Purchasing Agent up to the specified time as noted on the Request for Qualifications.

Qualifications submitted for a specified item must not be combined under the same cover with any other qualifications item.

It is the vendor's responsibility to see that his Qualifications Request is delivered within the time and at the place prescribed. Qualifications received prior to the deadline time will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of qualifications not properly addressed and identified.

Any Qualifications received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the deadline time set was due solely to delay in the mails for which the vendor is not responsible. Conditional or qualified Requests for Qualifications will not be accepted.

**ARTICLE 2. PREPARATION OF QUALIFICATIONS**

Erasures or other changes must be explained or noted over the signature of the vendor.

Each qualification must be submitted sealed, and clearly labeled, so as to guard against opening prior to the deadline time.

The Town may consider any qualifications not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all qualifications in whole or in part, toward any item, group of items, or total qualification; to waive any technical defect or formality in same, or to accept any qualification deemed to be in the best interest of the Town.

**ARTICLE 3. TELEGRAPHIC MODIFICATION**

Telephonic, telegraphic or oral proposals, amendments or withdrawals will not be accepted.

**ARTICLE 4. WITHDRAWAL OF QUALIFICATIONS**

Qualifications may be withdrawn personally or by written request at any time prior to the time specified for the deadline. Qualifications may be modified in the same manner. Negligence on the part of the vendor in preparing the qualifications confers no right of withdrawal or modification of his qualifications after such qualifications has past the submittal deadline.

## **ARTICLE 5. QUALIFICATIONS OF THE VENDOR**

The Town reserves the right to request each vendor to present evidence that he is normally engaged in purveying the type of service proposed. No qualifications shall be considered from vendors who are unable to show that they are normally engaged in purveying the type of service specified in the qualification request.

To receive full consideration, the vendor must submit literature and necessary details, when applicable, on the service he proposes to furnish in order that the Town may have full information available when analyzing the qualifications.

## **ARTICLE 6. OBLIGATIONS OF THE VENDOR**

At the time of the deadline for the request, each vendor will be presumed to have inspected the Specifications and Contract Documents (including all Addenda) which has been sent to the address given by such vendor. The failure or omission of any vendor to receive or examine any form, instrument, or document shall in no way relieve any vendor from any obligation in respect to his qualifications submittal.

Any exceptions or deviations from the provisions contained in this Request for Qualifications must be explained in detail and attached to the submittal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the qualification request will receive careful consideration.

## **ARTICLE 7. PRICING (ONLY FOR HIGHEST QUALIFIED VENDOR)**

Any pricing by the highest qualified vendor in regards to this qualification request shall be irrevocable for (90) ninety days, or until the qualification request is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

## **ARTICLE 8. TAX EXEMPTIONS**

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices proposed must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful vendor.

## **ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT**

Contract period – PER CONTRACT. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

## **ARTICLE 10. INSURANCE**

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Qualifications Request.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the Request for Qualifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Vendor's work is accepted by the Town.

The limits of the insurance must be at least in the amounts specified below:\*

- (R). Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000
- (R). Automobile Liability - \$ 1,000,000.
- (R). Worker's Compensation (if legally allowed and available).
- (R). Professional Liability - \$ 1,000,000.

Also: the Town shall be named as additional insured on all such certificates of insurance.

\*Sample Certificate of Insurance attached

The Vendor shall require similar insurance in the above amounts to be taken out and maintained by each sub-vendor. The Vendor shall be fully responsible for the acts and omissions of his sub-vendors and of persons employed either directly or indirectly by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any sub-vendor and the Town of North Kingstown.

## **ARTICLE 11. LAWS, ORDINANCES AND CODES**

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Vendor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

## **ARTICLE 12. LIQUIDATED DAMAGES**

Failure on the part of the vendor to complete the project within the agreed time schedule will result in a liquidated damage cost of Two Hundred Dollars (\$200.00) per day, excluding Saturdays, Sundays, and holidays, to the vendor, until completion (final acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

**TOWN OF NORTH KINGSTOWN  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES FOR THE  
WICKFORD WATERFRONT PROJECT**

**I. STATEMENT OF PURPOSE**

The Town is seeking statements of qualifications, experience and availability from professional firms to submit their credentials showing that they are the most qualified entity to execute the design, planning and construction of the project and vision described herein.

The selected firm will have a series of constructive and creative strategies that are designed to aesthetically and functionally upgrade the area, improving pedestrian, vehicular and water vessel access while also implementing corrective measures to improve stormwater drainage flow and prevent storm and high tide flooding.

**II. PROJECT OVERVIEW**

The Town of North Kingstown, Rhode Island is home to historic Wickford Village, widely considered to be the cultural center of the town. Brown Street is the primary commercial corridor of the village and is comprised of a variety of small businesses and eating establishments. Since the completion of the sewer system in 2018, increased commercial and tourist activity is predicted for the coming years.

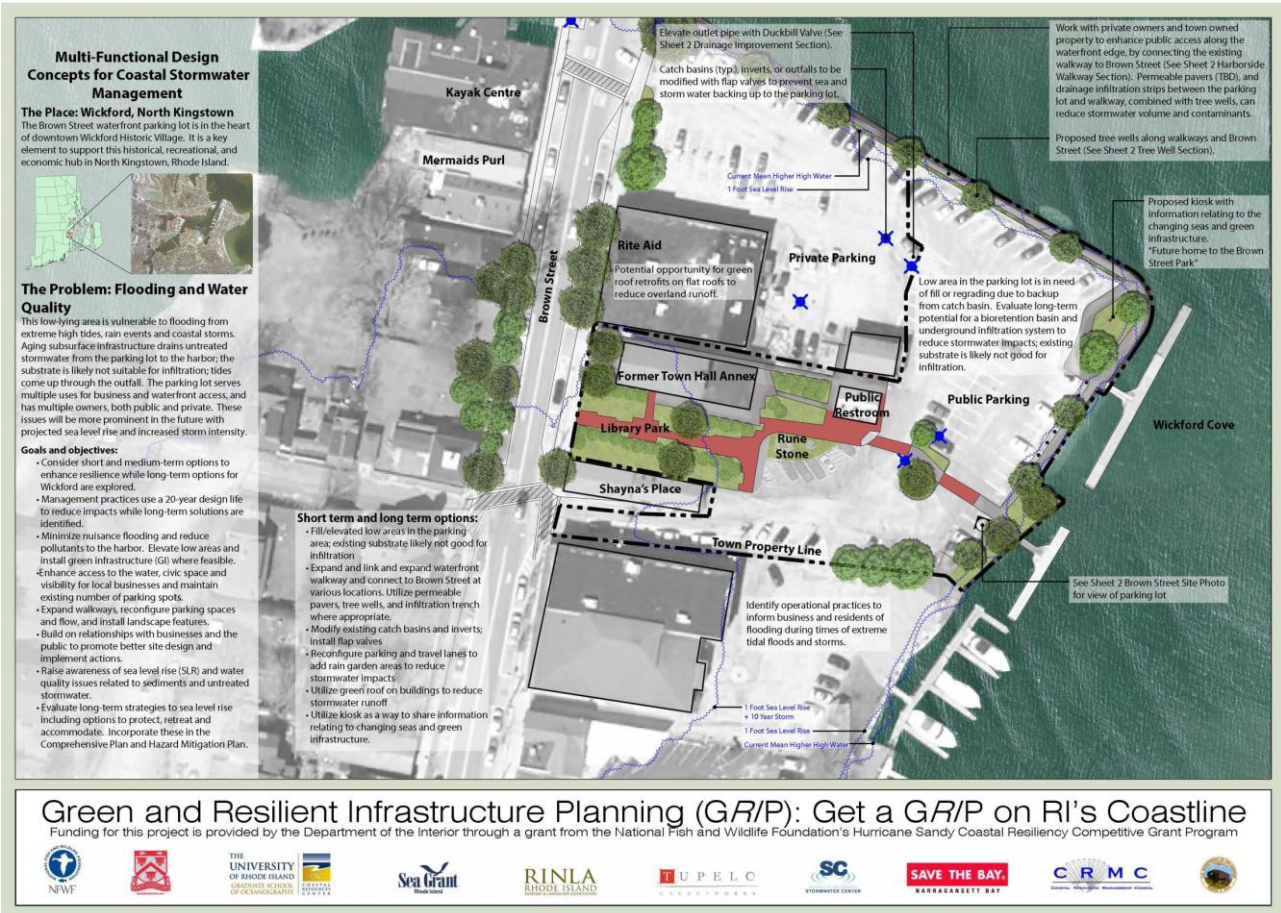
The Wickford Waterfront Project is a key strategy towards implementing a multi-tiered approach to boosting the economy and vibrancy of Wickford. It will also provide the community with expanded recreational, cultural and civic opportunities and enhance the physical character of the property on which it is located.

The project area is the Wickford Municipal Parking Lot, located on Brown Street and adjacent to Wickford Cove. With approximately 81 public parking spaces and 45 private ones, it is a place where residents and visitors often park and walk to view and enjoy the waterfront scenery while exploring, shopping and dining. (See Attachment).

Visioning sessions conducted by the Town in 2014-2017 vetted the following desired improvements with the goals of making Wickford an even more aesthetically enjoyable destination location for travel, shopping and dining:

- Better pedestrian connections between the village and the waterfront
- Increased docking opportunities for boats and kayaks
- Implement low impact stormwater management with enhanced green infrastructure to mitigate storm water runoff and high tide flooding
- Improved vehicular circulation **WITHOUT THE LOSS OF ANY EXISTING PARKING SPACES AND WITHOUT IMPACTING THE PRIVATING PARKING AREAS** (see attached rendering as Exhibit A)
- Improved signage, such as a wayfinding kiosk at the water's edge and wayfinding pedestrian signage
- Improved lighting and landscaping

For detailed information on multi-functional design concepts for the coastal stormwater management in the Wickford project area, please refer to the information and suggested options outlined in “Green Infrastructure for the Coast: A Primer for Local Decision Making” – a collaborative effort by thirteen New England partners who studied and researched challenges and proposed possible remedies for coastal infrastructure challenges. [https://www.crc.uri.edu/activities\\_page/gi-coastal-ri/](https://www.crc.uri.edu/activities_page/gi-coastal-ri/)



### III. SCOPE OF WORK

1. The selected design build firm will fully analyze existing conditions
2. Prepare a conceptual plan to address the desired aesthetic, functionality and infrastructure improvements described herein
3. Assist in engaging and educating the community about the plan and receiving public input
4. Prepare design plans and appropriate permit applications
5. Construct and complete all work in a timely fashion
6. An estimate (non-binding and not part of selection criteria) of the overall cost of the project



#### **IV.PROJECT FUNDING**

In 2017, the Town applied for and received a grant from the Rhode Island Commerce Corporation for this project (2017 Main Street Rhode Island Streetscape Improvement Fund). A percentage of the grant award will be in the form of matching funds from the Town.

*We strive to fully complete this project within the financial scope of the grant. However, if the estimated project costs exceed the amount of the grant but the selected consultant can adequately demonstrate that the highest and best outcome of this project will be accomplished through additional funding, the Town may explore additional financing opportunities to supplement the grant. Alternatively, the Town may look to break the project into two or more parts whereby the grant funded segment may be the first phase of tiered project implementation.*

#### **V. SUBMITTAL REQUIREMENTS**

The proposal shall include cover sheet, table of contents, resumes, and index sheets. Resumes included with the proposals shall not exceed one single-sided printed page per person listed in the table of organization. The proposal shall include the following:

1. Transmittal Letter – The transmittal shall include the legal name of your firm, address, contact person, telephone number, and email address.
2. Narrative Description of Work – Provide a detailed narrative of the project proposal including a description of the proposed work plan necessary to complete all services. Include a discussion of deliverables and project milestones. Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce the costs. Identify the decision, products, data and corollary information the consultant expects from the town to ensure successful completion of the project by the consultant. The level of assistance and information required from the town staff by the consultant shall be clearly stated.
3. Project Team – Include a table of organization for the project indicating the proposed principal-in-charge, project manager, and key project staff including sub-consultants that will be assigned to the project. Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume must be included for each person shown on the table of organization. List the names, addresses, telephone number, and email address of any anticipated sub-consultants.
4. Statement of Qualifications – Include descriptions of relevant example projects completed within the past five years that are comparable to the scope of the proposed project. Identify key staff, including sub-consultants and their responsibilities in the example projects and how they will be utilized for the Town’s proposed project.
5. References – Provide three (3) references including the name of the project referenced, contract time span and dollar amount, contact names and information.

6. Minority Business Enterprise (MBE) Requirement – The project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated and which require that ten percent (10%) of the work performed on the project be performed by minority business enterprises. The consultant needs to identify: the firm or firms selected to meet this requirement, the tasks to be undertaken, and the dollar value of the participation meeting the ten percent (10%) requirement. A listing of MBE firms is available at [www.mbe.ri.gov](http://www.mbe.ri.gov)
7. Proposals must be received by North Kingstown no later than 3:00 pm U.S. Standard Eastern Time on Friday April 12, 2019 . is the responsibility of each individual or firm to ensure the timely submission of its proposal. Proposals received after the scheduled date and time cannot be accepted.

Please submit five (5) hard copies and one (1) electronic copy on flash drive to the following:

Office of the Purchasing Agent  
Municipal Offices  
100 Fairway Drive  
North Kingstown, RI 02852

**Electronic copy on flashdrive must be submitted with hard copy proposals.**

## **VI. PROJECT SPECIFIC EVALUATION CRITERIA**

The proposal will be evaluated as to R.I.G.L. 37-2-64; 37-2-66; 37-2-67 and 37-2-68, and the award shall be made on the basis of the highest qualified firms

Proposals will be evaluated according to the following evaluation criteria:

1. Overall responsiveness of proposal to submittal requirements.
2. Qualifications and previous related work experience of key project personnel in working on projects of a similar scope.
3. Demonstrated understanding of project goals, thoroughness of work plan, and frankness of response to proposed task and listing timeline and deliverables.
4. Qualifications and demonstrated experience of principals and/or subcontractors in leading community discussions and in producing graphic diagrams, site plans, renderings and concepts.
5. The Town of North Kingstown reserves the right to waive informalities or irregularities in proposal received where such is merely of form and not substance. In addition, the town reserves the right to hold oral interviews with those consultants with the highest scores. Finally, by submitting a proposal package, the consultant hereby authorizes the town or its authorized representatives to contact references and make such further investigation as may be in the best interest of the town.

6. The consultant or sub-consultants shall identify any groups, individual or organization that they may have worked for or organization that they may have worked for or currently work for, that has ownership, lease, development related or similar interests in the Town of North Kingstown. The Town reserves the right to reject any proposal or proposer whom the Town believes has a conflict of interest.

## **VII. ADDITIONAL PRE-CONTRACT REQUIREMENTS**

As part of the Town of North Kingstown and State of Rhode Island's regulations, the selected consultant will be required to comply with the following:

1. Equal Opportunity Policy

The Town of North Kingstown, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. As a requirement of this State Rhode Island grant, the chosen consultant will be required to provide their company affirmative action policy.

2. E-Verify Compliance

As a requirement of this State of Rhode Island grant, the chosen consultant will be required to comply with Rhode Island Executive Order 08-11 found at:  
[www.purchasing.ri.gov/everify.aspx](http://www.purchasing.ri.gov/everify.aspx)

3. Property

All documents, graphics, maps and exhibits produced by the selected consultant as part of this project shall become the property of the Town of North Kingstown and are to be available for use by the Town in any manner that the Town deems appropriate.

## **VIII. RESERVATION OF RIGHTS/DISCLAIMER**

The Town reserves the right to select the proposal that, in the exercise of its sole discretion, the Town believes to be responsible and most advantageous to the Town. To this extent, the Town reserves the right to accept an initial offer without further discussion or negotiation. The Town also reserves the right to discuss or negotiate proposals with any proposers it believes may have a reasonable chance of being selected for award.

The Town shall not be responsible, in any manner, for the costs associated with responses to this

solicitation. The individual responses to this solicitation, including all artwork, drawings, plans, photos, models, and narrative material, shall become the sole property of the Town of North Kingstown upon their receipt. The Town shall have the right to copy, reproduce, duplicate, publicize, or otherwise dispose of each response to this solicitation in any manner that the Town chooses unless otherwise agreed upon, in advance, with the proposer.

The Town reserves the right to waive any informality or irregularity when it is in the best interest of the Town to do so, to discuss modifications to any proposal, to re-advertise for additional proposals if desired or necessary, and to accept or reject any or all proposals, for any and all reasons.

The Town of North Kingstown reserves the right to postpone or reschedule any of the actual or proposed dates or deadlines.

**TOWN OF NORTH KINGSTOWN  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES FOR THE  
WICKFORD WATERFRONT PROJECT**

**PERFORMANCE DATA FORM**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**RESPONDENT:** \_\_\_\_\_

Experience of the firm in **like projects completed**. Please provide a listing of at least three (3) references pertaining to like projects completed. If more space is required, please attach additional sheets.

<b>Project/Description/Cost</b>	<b>Status or When completed</b>	<b>Name/Address Of Owner</b>	<b>Name &amp; Phone # of Contact at Owner</b>

Listing of references pertaining to like projects **currently in progress**, which you feel will qualify you for this work. If more space is required, please attach additional sheets.

<b>Project/Description/Cost</b>	<b>Status</b>	<b>Name/Address Of Owner</b>	<b>Name &amp; Phone # of Contact at Owner</b>

**TOWN OF NORTH KINGSTOWN  
REQUEST FOR QUALIFICATIONS  
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WICKFORD WATERFRONT PROJECT**

**QUALIFICATION STATEMENT**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

1. Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

2. Submitted to: \_\_\_\_\_

Address: \_\_\_\_\_

3. Name of Project: \_\_\_\_\_

4. Organization: \_\_\_\_\_

4.1: The submitting company is a ( ) Corporation ( ) Individual  
( ) Partnership ( ) Joint Venture ( ) Other \_\_\_\_\_

4.2: If your firm is a corporation, answer the following:

4.2.1: Date of Incorporation: \_\_\_\_\_

4.2.2: State of Incorporation: \_\_\_\_\_

4.2.3: President's Name: \_\_\_\_\_

4.2.4: Vice President's Name: \_\_\_\_\_

4.2.5: Secretary's Name: \_\_\_\_\_

4.2.6: Treasurer's Name: \_\_\_\_\_

4.3: If your firm is a partnership, answer the following:

4.3.1: Date of Organization: \_\_\_\_\_

4.3.2: Name of General Partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4.4: If your firm is individually owned, answer the following:

4.4.1: Date of Organization: \_\_\_\_\_

4.4.2: Name of Owner: \_\_\_\_\_

4.5: How many years has your firm been in business and how many years of experience does your firm have with similar projects? \_\_\_\_\_

\_\_\_\_\_

**5 EXPERIENCE:**

5.1: Claims and Law Suits: (If the answer to any of the following questions is YES, please attach details.)

5.1.1: Has your firm ever failed to complete any work awarded to it? \_\_\_\_\_

5.1.2: Are there any judgments, claims, arbitration proceedings or suits against your firm, its principals or officers? \_\_\_\_\_

5.1.3: Has your firm filed any lawsuits or requested arbitration with regard to any contracts within the last five years? \_\_\_\_\_

5.2: List the people that will be assigned to this project and indicate their specialties. Attach their resumes and field experience. Identify their experience and relation to your firm.

Name:

Specialty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF NORTH KINGSTOWN  
REQUEST FOR QUALIFICATIONS  
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**SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**NAME OF FIRM: \_\_\_\_\_**

**SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**Notary Public**

**My commission expires \_\_\_\_\_**



**TOWN OF NORTH KINGSTOWN  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES FOR THE  
WICKFORD WATERFRONT PROJECT**

The undersigned hereby authorizes any person, firm or corporation to furnish information requested by the Town of North Kingstown, Rhode Island in verification of the recitals comprising this Statement of Qualifications and Performance Data form.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

NAME/TITLE: \_\_\_\_\_

(Please Print)

DATE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**TOWN OF NORTH KINGSTOWN  
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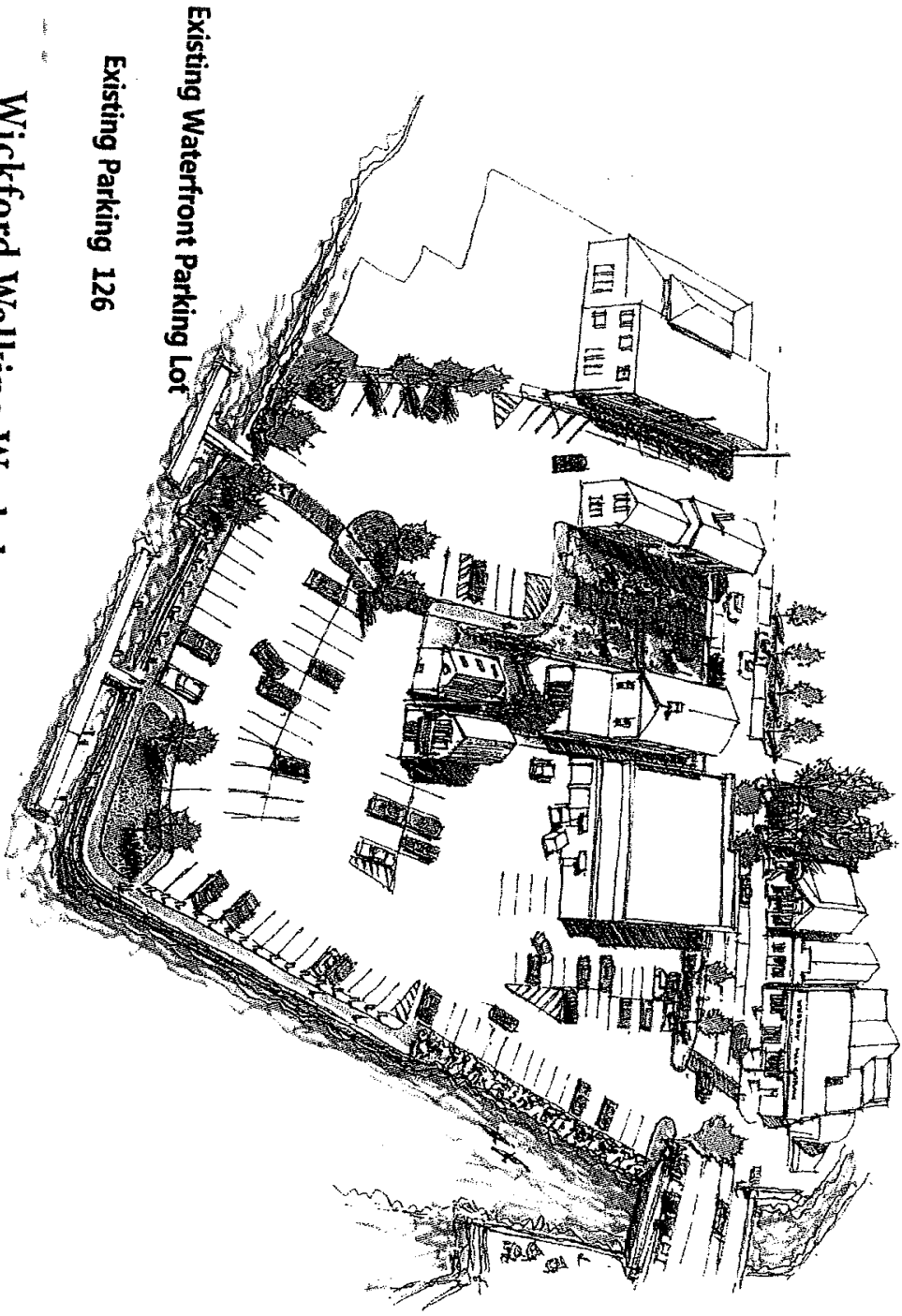
**A. TERMINATION, SUSPENSION OR ABANDONMENT**

This Agreement may be terminated by either party upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the Owner upon not less than fourteen days' written notice to the Consultant in the event that the Project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice.

Failure of the Consultant to provide the required services in the defined time frame shall be considered substantial nonperformance and cause for termination.

**EXHIBIT A**



**Existing Waterfront Parking Lot**

**Existing Parking 126**

**Wickford Walking Workshop IAN ~ 2015**

**PROJECT**