

**TOWN OF LINCOLN OF LINCOLN RI**

**Owner's Project Management Consulting  
Services**

**RFP #2024-14**

**Request for Proposals**



***Proposals due by 10 am on Monday, February 12, 2024, to the Office of the Director of Finance at 100 Old River Road, Lincoln, RI. A mandatory pre-bid meeting will be held in Town of Lincoln Council Chambers, 100 Old River Road, Lincoln Rhode Island on Monday, January 29, 2024 at 10:00 am.***

**Town of Lincoln  
Office of Purchasing/ Finance  
100 Old River Road Lincoln, RI 02865  
(401) 333-1111**

**REQUEST FOR PROPOSALS**

The Town of Lincoln will receive sealed proposals for the following:

**OWNER'S PROJECT MANAGEMENT SERVICES RFP #2024-14**

**General proposals shall be received at the office of the Director of Finance, 100 Old River Road Lincoln, RI 02865, until Monday, February 12, 2024, no later than 10:00 AM, for the OWNER'S PROJECT MANAGEMENT SERVICES RFP #2024-14. Proposals received after the stipulated time will not be accepted.**

**A mandatory pre-bid meeting will be held in Town of Lincoln Council Chambers, 100 Old River Road, Lincoln Rhode Island on Monday, January 29, 2024 at 10:00 am.**

**All proposals must be submitted in sealed envelopes marked "OWNER'S PROJECT MANAGEMENT SERVICES RFP #2024-14", no later than Monday, February 12, 2024, at 10:00 am. The envelope should be addressed to the Town of Lincoln, Director of Finance, 100 Old River Road, Lincoln, RI 02865. Technical proposals and cost proposals shall be provided in separately sealed envelopes clearly identifying the contents of each envelope. Technical proposals shall be opened first and if the minimum 60 point threshold as outlined within is not met, then the Town will not open the cost proposals.**

Proposals must be prepared in conformity with and shall be based upon and submitted to all requirements of the specifications together with the addenda thereto. Failure to comply with these requisites shall result in the proposal being misdirected, opened in error prior to official opening, and rejection of said proposal.

All prices indicated in the proposal shall be non-erasable. Any changes must be initialed by the official submitting and signing the proposal. Prices should be written in words and figures. In the event of a discrepancy, the written price shall prevail.

Proposal determined to be made in collusion with any other bidder shall be disqualified from consideration for award. No proposals may be withdrawn for a period of ninety (90) calendar days subsequent to the date of the proposal opening.

The Town of Lincoln reserves the right to waive any informality and to reject any and all proposals.

**REQUEST FOR PROPOSAL  
TOWN OF LINCOLN  
Owner's Project Management Services**

The Town of Lincoln and the Lincoln Centralized Rescue/ Learning Center Building Committee are requesting technical and cost proposals from qualified consulting firms to conduct Owner's Project Management Services for the Lincoln Centralized Rescue/Learning Center.

**GENERAL SCOPE OF WORK:**

The Owner's Project Manager (OPM) shall provide management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule, and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. The OPM must assist the Town of Lincoln in ensuring "that construction will be completed in a timely, cost- effective manner and that buildings will be occupied within the timelines established during the approval process."

Services shall continue through substantial use and occupancy by the Owner, and Project closeout. The OPM must provide information as requested during final auditing as conducted by the Lincoln Centralized Rescue/ Learning Center Building Committee.

It is important to note that this proposal does not include architectural or engineering services but merely management as to the procurement, design, etc. It is also important to note that this proposal does not include any design activity by the consultant, which may be a violation of the Rhode Island Board of Architectural Statutes and the other professional statutes such as engineering, etc.

In general, the services required of the OPM include, but are not limited to:

**PROJECT ADMINISTRATION:**

The OPM will be responsible for coordination among team members from the Lincoln Centralized Rescue/ Learning Center Building Committee and the public. The OPM may also provide data and photos for the project utilizing the Town of Lincoln website and to support the communications plan.

The OPM shall assist the Design Team, the Town of Lincoln and the Lincoln Centralized Rescue/ Learning Center Building Committee with review of all documentation and reports, including design submissions, cost estimates, and other materials;

- Preparation and submittal of a comprehensive monthly project report.
- Attend Lincoln Centralized Rescue/ Learning Center Building Committee meetings as requested.
- Act on behalf of the Town of Lincoln in attending Owner, Architect and Contractor meetings, including the review of meeting minutes for completeness and accuracy.
- Track and ensure compliance with regulatory and statutory compliance for consultants, contractors and vendors.
- Track compliance with certified payroll requirements for all project contractors, consultants, subcontractors and vendors.
- Maintain complete and comprehensive files of all project documents and assist in making material available, if necessary.

**FINANCIAL:**

The OPM will assist in the development of the final Total Project Budget, as well as tracking, updating and reconciling the budget throughout the project term. The OPM will maintain project budget records, by category, in a format that tracks expenses.

In addition, the OPM will develop project cash flow projections, work closely with the Lincoln Centralized Rescue/ Learning

Center Building Committee on the review of all applications for payment and invoices submitted to the Town of Lincoln, and offer payment recommendations.

#### **CONSTRUCTION MANAGER/GENERAL CONTRACTOR SELECTION:**

The OPM is to advise the Town of Lincoln in the selection of construction delivery options. This may include:

- Assist and advise the Town of Lincoln and the Lincoln Centralized Rescue/ Learning Center Building Committee in selection of the General Contractor (GC) or Construction Manager (CM) to proceed to Statement of Qualifications.
- Assist and advise the Town of Lincoln and the Lincoln Centralized Rescue/ Learning Center Building Committee in selection of GC/CM to proceed to Request for Proposals.
- Assist in determination of most qualified, apparent low bidder and make recommendations to Owner.
- Provide assistance, consultation, guidance in negotiation of GC/CM contract.
- Ensure that selected GC/CM complies with all statutory requirements.
- Assist with negotiating fair and reasonable CM allowances and contingencies.
- Advise the Town as to compliance by the Contractors of federal, state and local laws, including permitting.

#### **SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASES:**

The OPM plays a critical role during the design phase in providing support to the design team, including the coordination of meetings, maintaining schedules, and reconciling budgets. Specifically, the OPM shall provide oversight of Designer and General Contractor/Construction Manager activities, including the reconciliation of budget and schedule at each phase. The OPM shall maintain and update the Project Budget and Schedule.

The OPM shall assist the Town of Lincoln in coordinating, attending, and taking minutes for design review meetings. The OPM shall ensure that projects are in compliance with all applicable provisions in the Town of Lincoln Code of Ordinance, including that projects have undergone review in accordance with applicable state law and regulations and, to the extent applicable to the project, by the Rhode Island's State Building Commissioner, Department of Administration, Department of Health, Historical Preservation and Heritage Commission, Commission for Human Rights, Department of Environmental Management, Department of Transportation, Governor's Commission on Disabilities, Architectural Access Board, and any other department or agency of the state required by law to review such projects. In addition, the OPM shall ensure projects shall have undergone review in accordance with applicable local or Town of Lincoln charters, by-laws, ordinances, or regulations.

The OPM shall review design and construction documents to ensure conformance with the project needs and objectives with a written report to the Owner.

The OPM shall work with the Designer to ensure that the project shall meet all applicable federal, state, local, and regional building code requirements. Projects shall reflect cost-effective design, material, and finish decisions consistent with good architectural and engineering practice and high quality construction.

The OPM shall ensure that projects are consistent with the Towns of Lincoln's scope of work and budget and ensure that soft costs do not exceed 20% of general construction costs.

The OPM will be responsible for creating and maintaining an File Transfer Protocol (FTP), or similar, where the building committee will have access. This shared space must be updated weekly with ALL project documentation and all items to be discussed at the weekly, or as needed, meetings must be forwarded to the entire building committee at least 48 hours prior to scheduled meetings. In an unlikely instance where this is not possible due to time constraints, the materials must be uploaded to the shared website and all members must be notified so they may have time to review and digest the information prior to the meeting.

## **SCHEDULING:**

The OPM shall be responsible for the preparing, tracking, and reconciling schedules, including the development of overall Project Baseline Schedule and a detailed Milestone Schedule that incorporates GC/CM's construction schedule as they become available. The OPM shall assess and ensure actual project progress to baseline schedule, report variances to the Town of Lincoln and the Lincoln Centralized Rescue/Learning Center Building Committee. In the event of schedule slippage, the OPM will consult with Designer and GC/CM to develop recovery schedule activities and advise the Town of Lincoln and the Lincoln Centralized Rescue/Learning Center Building Committee as to a recommended recovery schedule of activities.

## **CONSTRUCTION:**

During construction, the OPM provides a critical role of representing the owner's interests from start of major construction to substantial completion. During the course of project completion, the OPM assists the Town of Lincoln and the Lincoln Centralized Rescue/ Learning Center Building Committee in the management of the project, including tracking, compliance documentation, oversight, scheduling, coordination, and management. These tasks include, but may not be limited to:

### ***Project Tracking and Compliance***

- Monitor Designer's and GC/CM's construction administration activities to ensure contract compliance and timely decisions.
- Perform quality control inspections of work completed to verify compliance with contract documents.
- Prepare and maintain detailed daily, weekly, and monthly reports recording all project data and activity.
- Track time and material change order work, when utilized as basis for changes.
- Maintain and update on a daily basis, if needed, current contract drawings, specifications and logs.
- Take extensive daily photographs of progress, record and maintain project's photo log.
- Monitor GC/CM's compliance with contract documents and quality control specifications.
- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items.
- Monitor compliance throughout the construction process to ensure that all building systems, mechanical and lighting equipment are in compliance with regulations, included in and consistent with all plans, construction documents, and cost estimates.
- Inspect, test, review, and coordinate commissioning of building systems.

### ***Personnel***

- Ensure enforcement of zero tolerance policies regarding staff non-contact, foul language, and smoking.
- Consult daily with the Town Administrator, the Chair of the Committee, or designee(s), regarding construction activities, impacts, issues, and resolve with GC/CM.

### ***Coordination and Management***

- Prepare work scopes, request for qualifications and assist the Town of Lincoln and the Lincoln Centralized Rescue/Learning Center Building Committee in selection of independent testing agency.
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked.
- Review and comment on GC/CM's baseline schedule of values and baseline schedule.
- Identify potential issues, report to Designer and GC/CM, maintain project issues log, track to resolution.
- Ensure that the Owner's interests are met in a timely manner.
- Review GC/CM's draft monthly requisition for payment, make recommendations to Owner and Designer.
- Assist Designer with identification of punch list items.
- Review punch lists issued by the Architect and/or Contractor, including any closeout documents for the project, including but not limited to, warranties, As-Builts, etc.
- Ensure building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.
- Review all project submittals.
- Shall be responsible for coordination of Furniture Fixtures and Equipment (FF&E) requirements of the project.

### ***Change Orders***

- Review all change order submissions and schedule extension claims, and recommendations to Municipality and Designer.
- Maintain detailed contingency log, tracking potential change order data.
- Submit all change orders to the Lincoln Centralized Rescue/Learning Center Building Committee.
- Negotiating change order requests (CORs); All efforts must be made prior to submittal to the owner that the change order is in fact justified, and that every effort was made to minimize the cost to the owner.

### ***Cost Estimating:***

The OPM will be responsible for providing cost-estimating services, including:

- At least four (4) detailed cost estimates at conceptual design, schematic design (SD), design development (DD), and 50% construction drawing (CD) phases;
- A constructability review with the building committee during the CD Phase.
- Anticipated hard and soft costs, escalation.;
- Limited miscellaneous cost estimating for discrete items such as finishes, mechanical equipment, building envelope materials, etc.;
- Working with the building committee in the Value Engineering (VE) processes, as required.

### **PROPOSAL:**

#### **Technical Proposal:**

Narrative and format: The proposal should address specifically each of the following elements:

- **Staff Qualifications** – Provide staff resumes and describe qualifications and experience of key staff who will be involved in projects, including their experience in the field of Public Safety Construction and Project Management. Include past experience in Public Safety Construction. The assigned project manager shall be solely working on this project.
- **Capability, Capacity, and Qualifications of the Offeror** - Provide a detailed description of the Vendor's experience as an Owner's Project Manager, including specific experience in Public Safety Construction. Include any past experiences in Rhode Island and any familiarity or knowledge of any specific regulations pertaining to the project. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
- **Work Plan** - Please describe in detail, the framework within which requested Owner's Project Management services will be performed.
- **Approach/Methodology** – Define the methodology to be used to ensure that all projects come in on time and on budget. What procedures will be used to minimize change orders, maintain project schedules, and ensure projects are completing as planned?

#### **Cost Proposal:**

In consideration of Owner's Project Manager's delivery of services, the Owner shall pay the Owner's Project Manager in an amount that shall not exceed 2.5% of project costs. Estimated project construction cost based on construction conducted in 2024 is anticipated to be \$15.67 Million.

Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its sub-consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

The Owner's Project Manager shall not be entitled to compensation under this Article for the services of sub-consultants hired to perform Basic Services.

**Provide hourly rates in addition to total project proposal for all Owner's Project Management Services.**

**EVALUATION AND SELECTION:**

Proposals shall be reviewed by the Lincoln Centralized Rescue/ Learning Center Building Committee and formulated by the Town of Lincoln.

Technical proposals must receive a minimum of 60 out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost proposals opened and evaluated. Proposals scoring less than 60 points shall be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points.

Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	20 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost proposal*	30 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>

\*Cost Proposal Evaluation: The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available point for cost (30 points). All other vendors shall be awarded prorated cost points based upon the following formula:

$$(\text{lowest cost proposal}/\text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000/\$100,000 \times 30 = 19.5$$

**The Town shall interview the three bidders scoring the highest combined technical and cost points to determine the successful bidder.**

The Town of Lincoln reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

**QUESTIONS:**

All questions about this RFP may be directed in writing to Leslie Quish at [Lquish@lincolnri.org](mailto:Lquish@lincolnri.org) no later than 5:00 pm on Thursday, February 1, 2024. An addenda answering all received written questions will be provided by the Town of Lincoln on Monday, February 5, 2024, no later than 5:00 pm. Any provided verbal answers shall be informal and shall not be binding upon the Town of Lincoln nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town of Lincoln. All written responses that are essential and change the scope of the project shall be binding in form and shall be issued in the addenda and shall become a part of the contract documents between the parties.

#### **PROPOSAL CONTENTS:**

Technical proposals and cost proposals shall be provided in separately sealed envelopes clearly identifying the contents of each envelope. Technical proposals shall be opened first and if the minimum 60 point threshold as outlined within is not met, then the Town will not open the cost proposals.

All proposers must use the attached proposal cover letter, information sheet and must include all required attachments. All such information shall become public record upon the proposal due date.

Two hard copies and one electronic copy (pdf format) of the proposals must be submitted to those listed below. Electronic copies of the cost proposal must be contained in the sealed envelope containing the cost proposal.

Office of the Finance Director  
Town of Lincoln  
100 Old River Road  
Lincoln, RI 02865

#### **RFP CALENDAR:**

1. **January 22, 2024:** The Director of Finance or his/her designee shall advertise this RFP in local papers.
2. **January 29, 2024:** Mandatory pre-bid meeting at 10:00 am at Lincoln Council Chambers 100 Old River Road, Lincoln RI.
3. **February 1, 2024:** Written questions submitted to [lquish@lincolnri.org](mailto:lquish@lincolnri.org) by 5:00 pm.
4. **February 5, 2024:** Addendum answering questions issued by 5:00 pm.
5. **February 12, 2024:** Proposals due by 10:00 am. Proposals must be signed by an authorized member of the consulting firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process, must be included.

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

6. The Town of Lincoln reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.

#### **COMPENSATION:**

Compensation for services shall be on a monthly basis with proper invoices submitted to the Town of Lincoln for processing.

#### **CONTRACT:**



The selection of the lowest qualified and responsible bidder shall be subject to a mutual agreement between the parties after bid is awarded. The consultant shall name one person and a designee to sign all documents on behalf of the Owner.

**PERIOD OF PERFORMANCE:**

The period of performance for this project shall be the contract effective date plus not more than 30 months from the date subject to extension only by mutual agreement.

**EVALUATION TEAM:**

The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the Town of Lincoln.

**INDEMNIFICATION AND INSURANCE:**

The consultant selected shall indemnify and hold the Town of Lincoln harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on Town of Lincoln property, in carrying out and completing the full scope of services under this agreement.

The consultant shall meet the insurance and indemnification requirements as prescribed in the attached Insurance Exhibit - Professional Contracts.

**COLLUSION:**

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town of Lincoln enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town of Lincoln may cancel said contract without incurring liability, penalty, or damages.

**FREEDOM OF INFORMATION:**

The Town of Lincoln will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the Town of Lincoln and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

**PROPOSAL FORMAT:**

For the sake of consistency and ease of review, each proposal must adhere to the following format:

- |            |  |
|------------|--|
| Section A: | The attached cover letter format, including name, address and telephone number of firm and name and number of legal representative.                    |
| Section B: | Evidence of similar experience and three (3) references from client companies that received these services.  |
| Section C: | Outline of the firm's project management approach.   |
| Section D: | Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in construction projects of this nature. |

**OWNER'S PROJECT MANAGEMENT SERVICES COVER LETTER**

Director of Finance/Purchasing  
Town of Lincoln  
100 Old River Road  
Lincoln, RI 02865

Dear Mr. Cimino

We have read and understand the Request for Proposal, and certify that we have adequate personnel, experience and expertise to fulfill the specified requirements. We further understand that:

1. Our proposal will be judged on the eligibility criteria listed in RF 2024-14.
2. We must comply with the insurance provisions outlined in the Insurance Exhibit.
3. All information included in, attached to, or required by the Request for Proposal shall be public record upon the designated proposal due date.

As requested, we have attached the following:

1. Evidence of similar experience; references from client companies.
2. Staff resumes and supporting information.
3. An outline of the firm's proposed approach.
4. Our proposed cost.

Submitted by:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**OWNER'S PROJECT MANAGEMENT  
CONSULTING SERVICES REQUEST FOR  
QUALIFICATIONS INFORMATION  
SHEET**

**Please complete the information below as concisely as possible, if possible within 2-3 sentences.**  
If you wish to provide additional information, please attach and reference location of additional information.

<b>General Information</b>	
<b>Legal Name</b>	
<b>Street Address</b>	
<b>City / State / Zip</b>	
<b>Telephone / Fax</b>	
<b>E-Mail Address</b>	
<b>Primary Contact Name</b>  <b>Contact Information</b>	
<b>Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.</b>	<hr/> <b>Signature</b>  <hr/> <b>Title</b>
<b>Description and Scope of Services</b>	

<b>Cost</b>	
1. For each major task, identify the: <ul style="list-style-type: none"> <li>a. Personnel who will be responsible</li> <li>b. Total hourly rate for add-on services, if applicable</li> <li>c. Total, not-to-exceed amount for the task.</li> </ul>	
2. Identify any enhancements you propose making to the contract that do not increase the cost.	
<b>References</b>	
1. Please submit the names of three public agency references, preferably where similar services have been provided, of comparable size to the Town of Lincoln and in Rhode Island. References should identify the type of services that were provided, the contact person, title, current phone number, size of employer and length of time for which services have been provided.	

## **INSURANCE EXHIBIT – PROFESSIONAL CONTRACTS**

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property, which may arise from or in connection with the performance of the consultant's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the consultant's bid.

For the purpose of this clause: the term "professional individual or firm" and "consultant" shall also include their respective agents, representatives, employees or subcontractors; the term "Lincoln Centralized Rescue/Learning Center Building Committee " or "Town of Lincoln " shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the consultant. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the Town of Lincoln and the Finance Director, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

### **Minimum Insurance Coverage Required**

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

### **Minimum Limits of Insurance**

1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Umbrella Coverage on General Liability: limit of \$5,000,000.
3. Workers' Compensation: limits as required by the State of Rhode Island.
4. Employer's liability: limits of \$1,000,000 per occurrence.
5. Professional liability: limits of \$2,000,000.
6. The Town of Lincoln shall be named as additionally insured.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to and approved by the Town of Lincoln. At the option of the Town of Lincoln, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of Lincoln, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

### **Notice of Cancellation or Non-Renewal**

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town of Lincoln.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage's:
  - a. The Town of Lincoln and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Lincoln.
  - b. The consultant's insurance coverage shall be the primary insurance with respect to the Town of Lincoln. Any insurance or self-insurance maintained by the Town of Lincoln shall be in excess of the consultant's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverages provided to the Town of Lincoln.
  - d. Coverage shall state that the consultant's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The insurer shall agree to waive all rights of subrogation against the Town of Lincoln for losses arising from the work performed by the consultant for the Town of Lincoln.

#### **Acceptability of Insurers**

1. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the Town of Lincoln.

#### **Verification of Coverage**

The consultant shall furnish the Town of Lincoln with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town of Lincoln before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town of Lincoln reserves the right to require complete, certified copies of all required policies, at any time.