

REQUEST FOR PROPOSALS



**TOWN OF NEW SHOREHAM, RI
BLOCK ISLAND HOUSING BOARD**

**CONSULTANT SERVICES
O'BRIEN AFFORDABLE HOUSING DEVELOPMENT**

Prepared by the Block Island Housing Board

PROPOSAL DUE DATE/TIME: - February 26, 2026 NO LATER THAN 2:00 PM



TOWN OF NEW SHOREHAM
BLOCK ISLAND HOUSING BOARD

TELEPHONE: (401) 466-3200
FAX: (401) 466-3219
TTY: 711
kbrown@newshorehamri.gov

REQUEST FOR CONSULTING SERVICES

O'BRIEN AFFORDABLE HOUSING DEVELOPMENT

The Block Island Housing Board (the "Board"), is seeking Proposals from qualified persons/firms ("Offeror"), capable of performing consulting services as set forth in detail in this Request for Proposals ("RFP"), regarding the O'Brien Affordable Housing Development.

Proposals must be received by the Clerk, located at 16 Old Town Road, Block Island, RI 02807 **no later than 2:00 PM on, February 26, 2026**, to be eligible for consideration by the Town. Each sealed envelope containing a Proposal must be plainly marked on the outside with the name of the project:

RFP for
Consulting Services, O'Brien Affordable Housing Development

The envelope containing the Proposal should list on the outside the Offeror's name and address. For the convenience of the Town, an identical electronic copy must be submitted to the Town Manager no later than **2:00 PM on February 26, 2026**, at sgobern@newshorehamri.gov. Any questions or inquiries must be submitted in writing, and must be received by sgobern@newshorehamri.gov no later than **Noon on February 19, 2026**, to be considered. Any changes to the RFP requirements will be provided to all Offerors of record either directly or through the listed advertisement sites.

Copies of the RFP documents and all future addenda are available, at no charge, on the Town's website at www.newshorehamri.gov and bidnetdirect.com.

The Town reserves the right to reject any or all Proposals or any part thereof, to waive any formality, informality, information and/or errors in the Proposal, to accept the Proposal considered to be in the best interest of the Town, or to solicit and purchase on the open market if it is considered in the best interest of the Town to do so.

Failure to submit all information as detailed in the RFP documents and/or submission of an unbalanced or incomplete Proposal is sufficient reason to declare a Proposal as non-responsive and subject to disqualification.

This RFP may be advertised, at the Town’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/ Fax	Email and Web Address
Town of New Shoreham, RI	Posted on Town Website	16 Old Town Road, Block Island, RI 02807	(401) 466-3200	https://www.newshorehamri.gov
Name	Advertising Medium	Address	Phone/ Fax	Email and Web Address
BidNet Direct	Website			https://www.bidnetdirect.com

BLOCK ISLAND HOUSING BOARD

Mark Maguire

Mark Maguire, Chair

February 10, 2026
Date

PROPOSAL DUE DATE/TIME: February 26, 2026 - NO LATER THAN 2:00 PM

REQUEST FOR PROPOSALS

CONSULTING SERVICES

O'BRIEN AFFORDABLE HOUSING DEVELOPMENT

The Block Island Housing Board is seeking Proposals from qualified persons/firms capable of performing consulting services as set forth in detail in this Request for Proposals ("RFP"), regarding the construction of the O'Brien Affordable Housing Development (the "Development"). Interested persons/firms should respond to this RFP on, or before, the time due for submission.

DEFINITIONS

"Addenda" shall mean written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents and specifications by addition, deletions, clarifications or corrections.

"Agreement" shall mean the contract for project manner services attached to the RFP as Exhibit B.

"Change Order" shall mean a written order to the Contract Documents authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the pricing or any other change to the Contract Documents authorized to be made.

"Contract Documents" shall mean collectively this Request for Proposals and all attached exhibits, the Offeror's response, Change Order(s) and Addenda.

"Contractor" shall mean the firm or corporation engaged by the Town to design and build the Project.

"Consulting Period" shall mean the period beginning with the effective date of the Agreement and ending with final completion of the, construction of the O'Brien Affordable Housing Development unless amended by agreement of the parties.

"Offeror" shall mean any person, firm, or corporation submitting a Proposal for the Work. **"Project"** shall mean the construction of the O'Brien Affordable Housing Development.

"Project Manager" shall mean any person, firm, or corporation having an agreement with the Town for performance of the Work.

"Proposal" shall mean the offer or proposal of the Offeror submitted in response to this Request for Proposals.

"Subcontractor" shall mean an individual, firm, or corporation having a direct contract with the Offeror for the performance of a part of the Work.

"Town" shall mean the Town of New Shoreham, Rhode Island, a municipal corporation organized and existing under the laws of the State of Rhode Island.

"Work" shall mean the services to be provided by the Offeror under the Contract Documents. The Work shall be performed in strict compliance with the Contract Documents.

I. ENGAGEMENT OVERVIEW & PROJECT SPECIFICATIONS

1. GENERAL

The Block Island Housing Board is seeking consulting services related to the O'Brien Affordable Housing Project.

The Offeror chosen as the Consultant must demonstrate proven interpersonal skills dealing with a wide variety of interested persons, including, without limitation, members of the Block Island Housing Board, Town staff, the Town Manager, the Town Council, the Town Solicitor, Town property owners, the Town's selected project vendors. The Offeror must have excellent communication skills and a demonstrated ability to balance quality, cost, and schedule, while keeping the design, construction and implementation within the terms of the contracts.

The Offeror must represent the interests of the Board in all aspects of the development.

There is no express or implied obligation for the Board to reimburse Offerors for any expenses incurred in preparing Proposals.

During the evaluation process, the Town reserves the right to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions. The Town reserves the right to award in part or in full to serve the Town's best interest. The Town also retains the right to reject any and all Proposals.

Any representations made with Proposals will be relied upon and if proven to be false will be grounds for termination of the Agreement, if awarded. False representations will also be grounds for forfeiture of all payments under the Agreement. This will not limit the Town from seeking any other legal or equitable remedies.

2. SCOPE OF SERVICES REQUESTED

A. Provide services to monitor the construction of the O'Brien Affordable Housing Project, including:

1. the installation of the power, water and sewer infrastructure to each building
2. foundations for each building
3. fabrication, erection, and construction inside and outside buildings
4. receipt of Certificate of Occupancy for the complete Development.

B. Oversee the construction to ensure the work by the contractor(s) meets the intent of the construction documents and adheres to the construction documents including applicable codes and ordinances.

C. Review invoices; compare to estimate/budget; and provide the Board with recommendations for payment.

D. Bring to the attention of the Board in writing (email or hardcopy) in a timely manner any material deviation by the contractor from the construction documents.

- E. Advise the Board on resolution options if deviations occur.
- F. Assist in Construction Bid Evaluation.
- G. Assist in negotiations with Building Construction contractor.

3. **GENERAL REQUIREMENTS**

- A. Experience with construction projects of size comparable to the Development.
- B. Strong analytical and negotiation skills.
- C. Strong written and verbal communication skills.
- D. Excellent interpersonal skills.
- E. High level of skill working collaboratively with subject matter experts with the goal of communicating and delivering on an overall project plan.
- F. Excellent organization skills with proven ability to complete multiple tasks and deliver results within critical deadlines.
- G. Flexibility to adapt to and mitigate changes driven by weather, pandemic, and other outside challenges.

4. **TERM**

This engagement will end following final completion of Development.

II. **SELECTION OF THE OFFEROR**

Proposals will be examined and evaluated based on the factors presented below, responses to other items requested herein and fee factors indicated in the response. It is the responsibility of the Offeror to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the RFP and the factors outlined herein. Proposals will be publicly opened on the date specified. An evaluation committee will be comprised of a subcommittee of the Board. A consulting agreement will be awarded to a responsive and responsible Offeror based on the qualifications and experience of the Offeror, the Offeror's demonstrated ability to provide the services and support requested, and within an agreed upon timeframe and schedule for providing the requested services. The Offeror selected will be the most qualified for the services requested.

Final selection of the Offeror requires approval of the Board. Factors to be considered shall include, but are not limited to, the following:

1. QUALIFICATIONS

- A. The selected Offeror must demonstrate experience with the construction in New Shoreham.
- B. The selected Offeror must demonstrate experience with building inspection in New Shoreham.
- C. The selected Offeror must demonstrate a detailed understanding of and experience with New Shoreham building and zoning regulations.
- D. The selected Offeror must demonstrate an understanding of and any relevant experience with the unique characteristics of construction and operation in an isolated rural island environment with weather and transportation challenges.
- E. The selected Offeror must be available to begin work immediately upon award.

2. FEE SCHEDULE

The sealed Proposal should contain the Offerors hourly rate for the requested activity.

The Town shall not reimburse the Offeror for travel expenses, lodging, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses or other out of pocket expenses unless specifically outlined in the Agreement.

3. PROPOSAL EVALUATION

Proposals will be evaluated as Best Value to the Board taking into account the all items discussed in Section II of this RFP.

III. PROPOSAL SPECIFICATIONS

1. OFFEROR BACKGROUND MATERIAL

The Offeror will provide detailed information concerning their background, experience, and qualifications.

- A. The Proposal shall identify summary information regarding the Offeror including: name, address, contact information; principal location(s); form of business (private corporation, sole proprietor, etc.); number of years in business; identification of management; number of years doing business in the area of construction project management; and any other applicable general Offeror information.
- B. The Offeror shall provide a statement with sufficient detail and examples (if applicable) to demonstrate the Offeror's qualifications in accordance with the requirements specified in Section II. 1 of this RFP.
- C. The Offeror shall provide a list of all previous and current efforts which the Offeror would consider to be similar to the scope of services outlined herein.

2. SIGNATURE

The Proposal shall be signed by an official authorized to contractually bind the Offeror, and shall contain the name, title, address, and telephone number of the individual(s) with authority who may be contacted during the period of Proposal evaluation for the purpose of clarifying submitted information.

IV. GENERAL TERMS AND CONDITIONS

1. PREPARATION OF PROPOSALS

Proposals shall be submitted in the format proscribed herein and must be signed by the Offeror or authorized representative. The person signing the Proposal shall initial any corrections to entries made on the Proposal forms.

The Proposal must state that the Offeror agrees that the Proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the Town.

Any questions or inquiries must be submitted in writing, and must be received by the Town Manager at sgobern@newshorehamri.gov no later than **Noon on February 19, 2026** to be considered. Any changes to the RFP requirements will be provided to all Offerors of record either directly or through the advertisement sites listed earlier.

The Offeror shall not divulge, discuss or compare the Offeror's Proposal with the Proposal of any other Offeror and shall not collude with any others on a Proposal.

2. SUBMISSION OF PROPOSALS

Proposals must be submitted as directed in the RFP documents. Proposals must be typewritten and must be e-mailed or delivered in person to the Deputy Town Clerk at kbrown@newshorehamri.gov.

3. RECEIPT AND OPENING OF PROPOSALS

Proposals shall be submitted prior to the time fixed in the RFP. Proposals received after the time so indicated shall be returned.

4. LIMITATIONS

This RFP does not commit the Board to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all Proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Board to do so.

5. PROPOSAL EVALUATION

In an attempt to determine if an Offeror is responsible, the Board, at its discretion, may obtain technical support from outside sources. Each Offeror will agree to fully cooperate with the personnel of such organizations.

6. AWARD OF CONTRACT

Any contract entered into by the Board shall be in response to the Proposal and subsequent discussions. It is the policy of the Board that contracts are awarded only to responsive and responsible Offerors.

The Board reserves the right to waive any formality, informality, information and/or errors in the Proposals submitted and the right to reject any or all Proposals at its discretion and to accept the Proposal which will be in the best interest of the Board; or to purchase on the open market if it is considered in the best interest of the Board to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

7. MODIFICATIONS AFTER AWARD

The Board reserves the right to incorporate minor modifications, which may be required by it. The Offeror will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

8. CANCELLATION OF AWARD

The Board reserves the right to cancel the award without liability to the Offeror at any time before a contract has been fully executed by all parties and is approved by the Board.

9. AGREEMENT

The Proposal shall state that the Offeror will execute and deliver to the Board the Agreement attached to this RFP within ten (10) days of receipt of notice from the Board that the Offeror has been awarded the contract. Failure of the successful Offeror to execute and return the Agreement within ten (10) calendar days shall be just cause for cancellation of the award.

10. APPROVAL OF AGREEMENT

Upon receipt of the Agreement that has been fully executed by the successful Offeror, the Board shall complete the execution of the Agreement in accordance with local laws or ordinances and return the fully executed Agreement to the Offeror. Delivery of the fully executed Agreement, along with a Notice to Proceed and a Board purchase order, to the Offeror shall constitute the Board's approval to be bound by the successful Offeror's Proposal and the terms and conditions of the Agreement.

11. DISQUALIFICATION

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Board, the State of Rhode Island or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted on a contract with the Board, the State of Rhode Island or the Federal Government within the past 5 years.

Exhibit A
Consulting Services Agreement
Block Island Housing Board

This DRAFT agreement is to provide the Block Island Housing Board (the Board) with consulting services related to the O'Brien Affordable Housing Project. The agreement shall commence upon Board approval of the agreement. Block Island Housing Board members Mark Maguire and Josh Redd (construction Job committee) shall be responsible for day-to-day management of the agreement should it be necessary. The agreement is for hourly consulting services at a rate of \$60/hour. The Consultant shall keep records of his hours and provide to Mark Maguire and Josh Redd (construction Job committee) via email or text message on a weekly basis. This initial agreement shall be for a total of no more than \$50,000 but may be modified by action of the board.

Scope:

- H. Provide services to monitor the construction of the O'Brien Affordable Housing Project, including:
 - a. the installation of the power, water and sewer infrastructure to each building
 - b. foundations for each building
 - c. fabrication, erection, and construction buildings
 - d. receipt of Certificate of Occupancy
- I. Oversee the construction to ensure the work by the contractor(s) meets the intent of the construction documents and adheres to the construction documents including applicable codes and ordinances.
- J. Review invoices; compare to estimate/budget; and provide the Board with recommendations for payment.
- K. Bring to the attention of the Board in writing (email or hardcopy) in a timely manner any material deviation by the contractor from the construction documents.
- L. Advise the Board on resolution options if deviations occur.
- M. Assist in Construction Bid Evaluation
- N. Assist in negotiations with Building Construction contractor

**SCHEDULE B
AGREEMENT**

THIS AGREEMENT is made by and between the Block Island Housing Board, Block Island Rhode Island, ("Town") and _____ ("Contractor").

WHEREAS, the Town, following a Proposal process, has awarded a contract for an Item or Items identified in Schedule A for a project referenced as: consulting services for the O'Brien Affordable Housing Development

WHEREAS, the parties desire to enter into a written contract with respect to the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows.

1. In full compensation for all services provided by the Contractor in connection with the Work, the Housing Board will pay the Contractor in the following manner. On a bi-weekly basis, the Contractor shall submit to the Town an itemized statement for the portion of the Work performed during the prior two weeks. The Town shall pay the Contractor within two weeks of the Town's receipt of the itemized statement.

Payments will be made to the Contractor only upon successful completion of the Work in accordance with the Contract Documents.

2. The Contractor shall be responsible for the completion of the Work in accordance with the Contract Documents. The Contractor shall be responsible for the initiation, maintenance and supervision of all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of all employees on the Work, the general public and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage or use on or off the site, and other property at the project site or adjacent thereto.
3. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction including, without limitation, the requirements of R.I.G.L. §28-29-17.1 pertaining to notice of designation as independent contractor.
4. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. The Contractor shall take all necessary precautions to conduct the Contractor's operations in such a manner so as to provide the maximum possible safety for all employees on the Work and the public.
6. Except as otherwise specified in the Contract Documents, the Contractor shall furnish all labor, materials, supplies, equipment, tools and all other facilities necessary or advisable for the proper installation and completion of the Work as required by the Contract Documents.

7. Throughout this Agreement, wherever it is specified that Work is to be done, or labor, materials or equipment are to be furnished, it is understood to mean that the Work to be done or the labor, materials, or equipment to be furnished is to be supplied or done by the Contractor at the Contractor's own cost and expense except as otherwise specified in the Contract Documents.
8. The address stated in the Proposal submitted by the Contractor is hereby designated as the place to which notices, letters, and other communications to the Contractor shall be made by certified mailed, overnight mail, or hand-delivery.
9. The Contractor shall secure and pay for all necessary federal, state and municipal licenses and permits necessary for the prosecution of the Work. The Contractor shall give such notices, comply with all laws, ordinances, rules or regulations having bearing on the conduct of the Work. The Contractor shall indemnify the Town, its officers and agents against any claim or liability arising from failure to comply with such laws, ordinances, rules or regulations by the Contractor, the Contractor's employees, any Subcontractor, or anyone directly or indirectly employed by any of them. In the event the Contractor becomes aware of any licensing or permitting agency considering a sanction, a revocation or suspension of a license or permit or the imposition of a fine, the Contractor agrees to notify the Town immediately and to do so in writing. All state and federal license and permit fees will be the responsibility of the Contractor. Without limitation of the foregoing, the Contractor shall provide evidence to the Town that all vehicle operators have the proper commercial driver's licenses where applicable.
10. The Town shall have the right during the term of this Agreement, to make alterations, additions, or to correct any omissions to this Agreement. The same shall be carried into effect by the Contractor without violating or terminating this Agreement, but if special changes are made, the value of the same must be agreed upon, in writing, by the Town and the Contractor. If such changes increase or decrease the costs under the Agreement, an equitable adjustment shall be authorized by written Change Order.
11. The Contractor agrees to satisfy any lien or encumbrance which, because of any act or default of the Contractor, is filed and save the Town harmless against all resulting losses and expenses, including, without limitation, attorneys' fees and court costs.
12. If other Subcontractor(s) suffer loss or damage to their Work through acts of neglect on the part of the Contractor, then the Contractor agrees to satisfactorily arrange for settlement with other such Subcontractor, if other such Subcontractor will so settle.
13. The Contractor shall indemnify and save the Town and the Town's agents harmless from any and all claims of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Town's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

The Contractor hereby indemnifies and agrees to hold the Town harmless from and against any and all liability, claims, losses, damages, costs, and expenses (including, without limitation, consequential damages, reasonable professional and attorneys' fees and expenses and costs of defense) arising out of or in connection with: the Contractor's or any

Subcontractor's negligent act, error or omission; the Contractor's failure to comply with any provision or provisions of the Contract Documents; the performance of the Work by the Contractor or any Subcontractor; and the Contractor's infringement of another's property rights. The Town shall have the right to defend itself and to compromise any action against it without in any way affecting its right to indemnification hereunder.

In the event that the Town elects to use the services of an attorney in order to enforce its rights under this Agreement, the Contractor shall pay to the Town reasonable attorneys' fees and court costs in connection therewith.

14. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims as set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall furnish the Town with a proper Certificate of Insurance of the liability insurance policies herein specified naming the Town as an additional insured, at the time of the signing of this Agreement. All such insurance shall be maintained throughout the term of this Agreement or any extension thereof. The Contractor shall obtain General Public Liability and Property Damage Insurance including vehicle and water craft coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operation under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one incident; and a limit of liability of not less than \$2,000,000.00 general aggregate for any such damages sustained by two or more persons in any one incident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 aggregate for all property damage sustained by any one person in any one incident; and a limit of liability of not less than \$2,000,000.00 general aggregate for any such damage sustained by two or more persons in any one incident.
15. The Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof, or any right, title or interest therein, or any obligations hereunder.
16. The Town shall have the right to terminate this Agreement at any time upon the occurrence of an event of default as hereinafter defined. In the event the Town terminates this Agreement because of the default of the Contractor, the Contractor shall be liable for all excess costs that the Town is required to expend to complete the Work covered by this Agreement. Any one of more of the following shall constitute an event of default under this Agreement:
 - i. The Contractor is adjudged bankrupt, or the Contractor makes a general assignment for the benefit of the Contractor's creditors, or a receiver is appointed, or a trustee in bankruptcy is appointed, on account of the Contractor's insolvency.
 - ii. The Contractor refuses or fails to perform the Work described in this Agreement in a timely manner.

- iii. The Contractor fails to make prompt payment of any debts incurred in connection with the Work in a timely manner.
- iv. The Contractor performs an act or there is an omission on the Contractor's part which leads the Town reasonably to believe that performance of any of the covenants, obligations or conditions of this Agreement is or may be impaired.
- v. A finding of probable cause or similar cause is made by a governmental agency that the Contractor was not in compliance with law or regulation.
- vi. A finding of non-compliance with Town procedures is made.
- vii. There is a lack of professional, effective, courteous service to the general public evidenced by complaints filed with the Town which leads the Town to reasonably believe that the Contractor is disrespectful, rude, abusive or discourteous.
- viii. The lapse of any of the insurance required herein.
- ix. The Contractor fails to perform any of its covenants, obligations or conditions under this Agreement.

No delay or omission on the part of the Town in exercising any right hereunder shall operate as a waiver of such right, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to, or waiver of the same or of any other right on any future occasion.

- 17. If the Town shall, at any time during the performance of this Agreement, deem it necessary or advisable for the Town to abandon or defer the Work under this Agreement or any part thereof before completion of the services to be rendered hereunder, the Town may terminate this Agreement without being in breach of this Agreement, and the Contractor shall be entitled to compensation for any uncompensated Work performed prior to such time. Payment to the Contractor for same shall not exceed the price for the Work as set forth herein and shall be based upon the proportion of the Work completed as of the date of termination.
- 18. If any provision of this Agreement is found to be invalid, unenforceable or illegal, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 19. This Agreement constitutes the complete and exclusive statement of the agreement of the parties and supersedes any and all oral and/or written communications, and any prior agreements between the parties relating to the subject matter of this Agreement. This Agreement shall be governed by the laws of the State of Rhode Island.
- 20. All disputes between the parties hereto arising under this Agreement may, at the election of either party, be resolved by binding arbitration in Rhode Island pursuant to the rules then prevailing of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, each party (hereinafter, the "initiating party") specifically reserves the right (i) to seek equitable remedies in a court of competent jurisdiction; and (ii) to bring a third

party action against any other party in any proceeding to which the initiating party is a party under circumstances in which the basis of the initiating party's claim against the other party is that such other party is liable, in whole or in part, for any claim or counterclaim being asserted against the initiating party in such proceeding. Notwithstanding the foregoing, each party specifically reserves the right to seek equitable remedies in a court of competent jurisdiction including, without limitation, the right to seek injunctive relief to preserve the *status quo* during the period of arbitration under the terms of this paragraph.

Block Island Housing Board:

By:

Dated: _____

Consultant:

By: _____

Dated: _____

SCHEDULE C

NOTICE OF AWARD

PROJECT: CONSULTING SERVICES FOR O'BRIEN AFFORDABLE HOUSING DEVELOPMENT

TO:

The Town has considered the Proposal submitted by you for an item or items described in Schedule A in the above-described project in response to its Request for Proposals.

You are hereby notified that your Proposal has been accepted.

You are required to execute the Agreement and to furnish the required Contractor's certificates of insurance, with a copy of the underlying policies within ten (10) calendar days from the date of this notice to you.

If you fail to execute the Agreement and to furnish said certificates within ten (10) days from the date of this notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your Proposal as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town.

This NOTICE OF AWARD is dated this ____ day of February , 2026.

New Shoreham Town

By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged this ____ day of February, 2026.

Consultant

By:

SCHEDULE D

NOTICE TO PROCEED

PROJECT: Consulting Services, O'Brien Affordable Housing Development

You are hereby notified to commence Work in accordance with the Agreement in _____ 2026 and to continue the Work until termination of the Agreement.

Block Island Housing Board

By: _____
Title:

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by

, this ____ day of _____, 2026.

Consultant:

By:
