

**FIRST AMENDMENT AND RESTATEMENT  
OF AGREEMENT**

*between the*

State of Rhode Island and Providence Plantations  
Department of Environmental Management  
Division of Planning & Development  
235 Promenade Street  
Providence, Rhode Island 02901

*And*

**The City of Central Falls**  
580 Broad Street  
Central Falls, Rhode Island 02863

*In the Amount of*

**\$1,100,000.00**  
*2016 Green Economy Bond Funds  
Bikeway Development Program*

*For the Period of*

**July 1, 2017 – December 31, 2021**

*for the Purpose of the*

**Blackstone River Bikeway Segment 3B-1**

## **FIRST AMENDMENT AND RESTATEMENT OF AGREEMENT**

Reference is made to the Bikeway Development Agreement (the “Agreement”) dated (July 1, 2017) (attached hereto as Exhibit A and incorporated herein) entered into by and between the City of Central Falls, a Rhode Island Municipality located at 580 Broad Street, Central Falls, Rhode Island (hereinafter “Grantee”) and the Rhode Island Department of Environmental Management, Division of Planning and Development, located at 235 Promenade Street, Rhode Island 02908 (hereinafter “DEM”) (hereinafter “the Parties”).

WHEREAS, DEM and Grantee desire to amend and restate the Agreement (hereinafter “Amendment”) for an additional eighteen months of service under the DEM’s prime grant dated July 1, 2017, attached hereto as Exhibit A; and

WHEREAS, DEM and Grantee desire to enter into this First Amendment and Restatement to the Agreement in order to extend the time of performance to December 31, 2021; and

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Grantee hereby enter into this Amendment, on the terms and conditions contained herein:

### **PARAGRAPH 1: PURPOSE FOR EXTENSION**

Extending the time period to allow for completion of the work and processing of outstanding and final invoices for work performed consistent with the Scope of Work and Budget in the original contract.

### **PARAGRAPH 2: CONTRACT PERIOD**

The period of the Agreement and this Amendment shall be extended by eighteen (18) months, to December 31, 2021, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration. Any amendment to the Agreement and this Amendment must be in writing and approved by DEM and shall not be effective until it has been executed by the Parties.

### **PARAGRAPH 3: EFFECTIVE DATE**

This Amendment becomes effective as of the issuance of a revised Purchase Order. An approval must encompass signatures by DEM and Grantee and the approval by the Department of Administration via the issuance of a change order to the Purchase Order.

### **PARAGRAPH 4: PUBLICITY**

The Grantee shall post a sign at the Project listing DEM as the source of funding for the Project and give due credit to the DEM in the creation of products resulting from the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed

or electronic, pursuant to this Agreement must recognize the Department of Environmental Management and as a source of funding.

**PARAGRAPH 5: FULL FORCE AND EFFECT**

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

**PARAGRAPH 6: ATTACHMENTS**

Attached hereto and made part of the Agreement and this Amendment are the following exhibits:

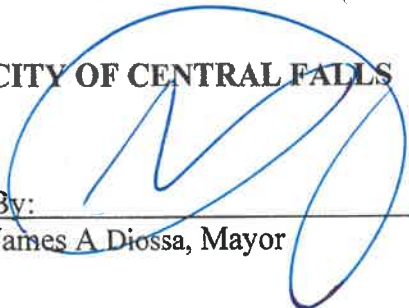
Exhibit A – Original contract

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,

WITNESS:

**CITY OF CENTRAL FALLS**



By:   
James A. Diossa, Mayor

May 12, 2020  
Date

WITNESS:



By:   
Barbara Addison, Finance Director

5-4-2020  
Date

WITNESS:

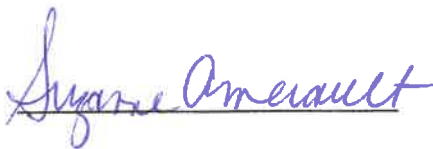


By:   
Matthew Jerzyk, City Solicitor

5-7-20  
Date

WITNESS:

**STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**



By:   
Janet Coit, Director

5/20/2020  
Date

STATE OF RHODE ISLAND  
COUNTY OF Providence

In the City of Central Falls in said County and State, on the 12<sup>th</sup> day of May in year 2020, before me personally appeared **James A. Diossa**, Mayor, **City of Central Falls, RI**, to me known and known by me to the party executing the foregoing instrument for and on behalf of City of Central Falls, RI,, and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the City of Central Falls, RI.

Sandra M. Perez  
Notary Public

SANDRA M. PEREZ  
NOTARY PUBLIC - RHODE ISLAND  
ID # 752375  
MY COMMISSION EXPIRES 12/17/22

STATE OF RHODE ISLAND  
COUNTY OF Providence

In the City of Central Falls in said County and State, on the 4<sup>th</sup> day of May in year 2020, before me personally appeared Barbara Addison, Finance Director, **City of Central Falls, RI**, to me known and known by me to the party executing the foregoing instrument for and on behalf of City of Central Falls, RI,, and her acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the City of Central Falls, RI.

Lisa A. Dias  
Notary Public

LISA A. DIAS  
NOTARY PUBLIC - RHODE ISLAND  
ID # 61425  
MY COMMISSION EXPIRES 12-5-2023

STATE OF RHODE ISLAND  
COUNTY OF Providence

In the City of Central Falls in said County and State, on the 7<sup>th</sup> day of May in year 2020, before me personally appeared Matthew Jerzyk, City Solicitor, **City of Central Falls, RI**, to me known and known by me to the party executing the foregoing instrument for and on behalf of City of Central Falls, RI,, and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the City of Central Falls, RI.

Lisa A. Dias  
Notary Public

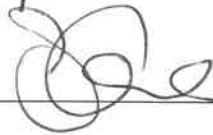
LISA A. DIAS  
NOTARY PUBLIC - RHODE ISLAND  
ID # 61425  
MY COMMISSION EXPIRES 12-5-2023

### CERTIFICATE OF AUTHORITY

I, Sonia Grace certify that I am the City Clerk of City of Central Falls the municipality described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said municipality is organized under the laws of the State of Rhode Island that James A. Diozza who executed said instrument as the Mayor of said municipality was then Mayor of said municipality and was duly authorized to execute said instrument on behalf of said municipality: that I know the signature of said Mayor and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said Municipality the 11 day of May, 2020.

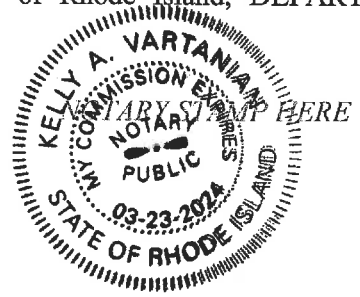
SIGNED: \_\_\_\_\_



STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 21<sup>st</sup> day of May, in year 2020, before me personally appeared Janet Coit, the Director of the State of Rhode Island **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**.

Kelly A. Vartanian  
Notary Public



**EXHIBIT A - ORIGINAL AGREEMENT - (attached)**