

**Contract for Professional Services Between:  
City of Central Falls ("Client") and  
Toole Design Group, LLC (TDG)**

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**1. Project Overview:**

Project Name: Central Falls Transportation  
Design On Call  
TDG Project Number: 6126  
Client Project Number: 20170007  
Client/Owner Name: City of Central Falls  
("Client")  
Contract Effective Date: February 28, 2018

**2. Project Information:**

TDG Budget:  
Term of Agreement: February 28, 2018-February  
28, 2021  
Project Location: Central Falls, RI

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**3. TDG Project Manager and Local Contact  
Information:**

TDG PM Name: Kate Maker  
Email: [kmaker@tooledesign.com](mailto:kmaker@tooledesign.com)  
Phone: (617) 619-9910 x 222  
Address: 2 Oliver St, Suite 305  
Boston, MA 02109

**4. Client Project Manager and Local Contact  
Information:**

Client Organization: City of Central Falls, RI  
("Client")  
Client Project Manager: Peter Friedrichs, Director  
Email: [pfriedrichs@centralfallsri.us](mailto:pfriedrichs@centralfallsri.us)  
Phone: (401) 616-2425

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**5. TDG Main Office Contact Information:**

Admin/Finance Address:  
8484 Georgia Ave, Suite 800,  
Silver Spring, MD 20910  
Phone: 301-927-1900  
Contracts: Lu Chang  
[Contracts@tooledesign.com](mailto:Contracts@tooledesign.com)  
Invoices: Accounts Receivable  
[accounts.receivable@tooledesign.com](mailto:accounts.receivable@tooledesign.com)  
& CC TDG Project Manager

**6. Terms and Conditions:**

Except to the extent modified by Amendments  
(if applicable), Terms and Conditions attached  
incorporated here shall apply.

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**Exhibits/Attachments:**

- Terms and Conditions

**AGREEMENT BETWEEN  
CITY OF CENTRAL FALLS  
And  
TOOLE DESIGN GROUP, LLC  
TDG# 6126**

This Agreement is made as of February 28, 2018, between Toole Design Group, LLC ("TDG") having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Central Falls ("Client"), having its principal office of business at 580 Broad Street Central Falls, RI 02863. TDG's project number shall be as follows: 6126. The Client project number shall be as follows: 20170007

**AGREEMENT**

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. TDG will provide on-call architecture and engineering services to support the Client on a time and materials basis in accordance with the rate table as specified below.

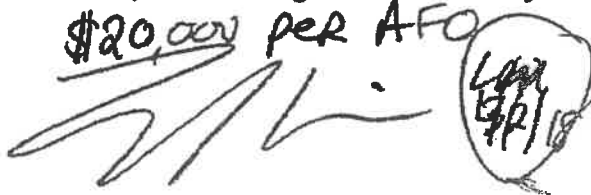
Title	Rate
Principle-in-Charge	\$235
Engineering Lead	\$200
Senior Engineer	\$160
Project Engineer	\$130
Engineer	\$95
Senior Planner	\$155
Project Planner/Landscape Architect	\$125
Senior LA	\$130
Planner	\$85
Intern	\$60

**Exclusions:**

1. Field Survey
2. Environmental Permitting

**Assumptions:**

1. All documentation to be reviewed will be provided by the Client.
2. All work will be performed in conformance with City of Central Falls and Rhode Island Department of Transportation (RIDOT) standards, as applicable.
3. The time and materials will be charged as time and materials incur and billed on a monthly basis. The total annual fee shall be a not to exceed an annual price of ~~\$50,000~~ unless negotiated with the City.

*\$20,000 PER AFO*  
A handwritten signature and a circular date stamp containing the text "LAD 2/28/18".

The maximum available amount per year for services is \$50,000. Above \$50,000 and up to \$150,000, projects are subject to prior written approval by the City of Central Falls' Purchasing Agent. TDG shall not annually exceed \$150,000 without a separate Request for Proposal being issued and accepted. All associated expenses will be paid by the Client, as incurred.

4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.
5. This Contract shall automatically terminate on February 28, 2021. This date may be extended by mutually signed amendments. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TDG will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.
7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG's Services.
8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To TDG at:                    TOOLE DESIGN GROUP, LLC  
8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910

To CITY OF CENTRAL FALLS at:

Mr. Matt Jerzyk, City Solicitor  
Law Department  
City of Central Falls  
580 Broad Street  
Central Falls, RI 02863

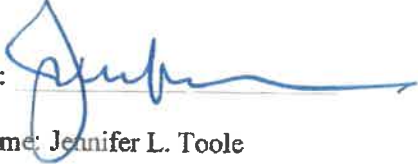
11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.  
TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.
12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.
13. Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.
14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
15. Any dispute resolution process will be governed by the procedures outlined in this Contract. Any disputes relating to this Contract shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Contracted Services and shall negotiate in

good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.

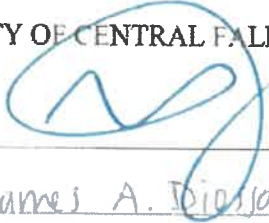
16. This Agreement shall be governed by the laws of the State of Rhode Island and claims may be brought in the state(s) where the parties have a principal place of business.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney's fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
21. In the event that any term or condition of this Contract is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Contract and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Subcontract. This Agreement may be changed, modified or altered only by written agreement of the parties.

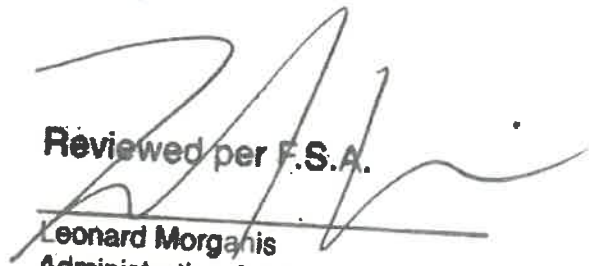
IN WITNESS WHEREOF, the parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

TOOLE DESIGN GROUP, LLC

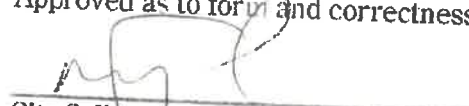
By:   
Name: Jennifer L. Toole  
Title: President

CITY OF CENTRAL FALLS

By:   
Name: James A. Diessa  
Title: Mayor

  
Reviewed per F.S.A.  
Leonard Morganis  
Administration & Finance Officer

Approved as to form and correctness

  
City Solicitor