

2-Feb-17

**STANDARD FORM OF AGREEMENT
FOR
CULTURAL RESOURCE SERVICES**

THIS IS AN AGREEMENT made by and between:

CITY OF CENTRAL FALLS
580 Broad Street
Central Falls, Rhode Island 02863

, hereafter referred to as the **CLIENT**

-AND-

THE PUBLIC ARCHAEOLOGY LABORATORY, INC.
26 Main Street
Pawtucket, Rhode Island 02860

, hereafter referred to as **PAL**

The AGREEMENT is for cultural resource services described in Section 2 in connection with the following project:

National Register Nomination

(Service)

Central Falls Mill Historic District

(Project Area)

Central Falls, Rhode Island

(Town/City) *(State)*

SECTION 1 - GENERAL

PAL is the prime consultant for the project and is responsible for administering and coordinating all services, including those of PAL's subconsultants and subcontractors, involved in the architectural survey for the project.

PAL is responsible for insuring that the documentation and results conform to all federal, state and local regulations and requirements that apply to this project.

PAL's communications with any other parties concerned with the project will be through or with the knowledge of the CLIENT.

SECTION 2 - SERVICES OF PAL

PAL will provide the services described in the scope of services for the project (see attached) in accordance with the terms and conditions of this AGREEMENT.

SECTION 3 - RESPONSIBILITIES OF THE CLIENT

The CLIENT will:

- 3.1 . Provide PAL with access to all data and records under the CLIENT's control pertaining to these services. These could include, but not be limited to, plans, maps, photos, or other architectural and cultural resource studies within the CLIENT's possession.
- 3.2. Consult with PAL on any changes in the scope-of-work for the project as it pertains to the architectural and/or cultural resource services.
- 3.3. Arrange permission for PAL to enter upon to survey on private or public property involved in the project and under the control of CLIENT.

SECTION 4 - PERIOD OF SERVICES

The period of service for this project is described in the project schedule section of the scope of services. However, all project schedules that include field survey are subject to change due to unforeseen weather conditions (prolonged periods of sub-freezing temperatures or rain, heavy snowfall, very high heat and humidity, etc.) or other natural events (floods, forest fires, etc.).

If project schedules have to be revised, PAL will notify the CLIENT as soon as possible.

SECTION 5 - TERMS OF PAYMENTS

The terms of payments to PAL will be:

- 5.1. The CLIENT will be billed fifty percent (50%) upon completion of site visit, and the final fifty percent (50%) upon submission of the final report
- 5.2. All invoices are due immediately upon receipt. Any payments past thirty (30) days due will be charged an additional 1.5% per month interest (18% per annum).
- 5.3. If payments become sixty (60) days past due PAL will cease work on the project. Work will recommence when all payments have been brought up to date.
- 5.4. REVISIONS OR CORRECTIONS TO DRAFT REPORTS WILL BE DONE AT NO ADDITIONAL COST TO THE CLIENT ONE (1) TIME ONLY.
- 5.5. If PAL staff are required by the CLIENT to attend any additional meetings that were not agreed upon at the start of the project (i.e. public presentations) an additional fee of \$400.00 per meeting will be charged.
- 5.6. The cost breakdown included with this agreement totaling **\$9,990.00** is the fixed price of this contract for the services described in the attached scope (exclusive of costs listed in Section 5.5).

SECTION 6 - GENERAL PROVISIONS

- 6.1. This AGREEMENT can be terminated by either party upon ten (10) business days' written notification to the other party in the event of substantial failure by the other party to perform in accordance with this AGREEMENT through no fault of the terminating party. In the case of any termination, PAL will be paid for all services rendered until termination of the contract.
- 6.2. Every reasonable effort will be made to resolve disputes by consultation between the CLIENT and PAL.
- 6.3. Records of PAL's costs and expenses for this project will be kept on the basis of a generally accepted accounting method. Records of our survey will be kept in a manner consistent with professional standards as outlined by the Advisory Council on Historic Preservation, but will not be disclosed to any third party without CLIENT's prior consent.
- 6.4. PAL will obtain and maintain the forms of insurance necessary to perform this project. Special insurance coverage that may be required for the project will be charged as a part of the project's costs. Through these forms of insurance, PAL will indemnify and save harmless the CLIENT and their agents and employees from and against any claim, demand or cause of action of every name or nature arising out of error, omission or negligent act of PAL, its agents or employees in the performance of the services under this AGREEMENT. There will be no additional cost for PAL's standard commercial general liability insurance; any project-specific liability coverage will be paid by CLIENT with CLIENT'S consent.

- 6.5. PAL will not delegate its duties under this AGREEMENT without written consent of the CLIENT. If this delegation is specified in the scope of services (attached), this AGREEMENT will serve as written consent by the CLIENT.
- 6.6. The controlling law of the AGREEMENT will be the principal place of business of PAL, for the project.
- 6.7. This document, including the scope of services and cost breakdown referenced and attached, constitutes the entire AGREEMENT between the CLIENT and PAL. There are no conditions, agreements or representations between parties except those expressed herein. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- 6.8. This AGREEMENT may be revised or amended or repealed only by a duly executed written instrument. Minor changes to the AGREEMENT may be made on this document if initialed by representatives of both parties.

SECTION 7 - SPECIAL PROVISIONS

- 7.1. Ownership of records involved with this project will at all times remain with the CLIENT. PAL will serve as the repository for the records until directed by the CLIENT in writing to deliver them to another authorized repository. Any costs associated with storage, packing, shipping or insuring the records which are not specified in this AGREEMENT or in the cost breakdown will be an extra charge to the CLIENT.
- 7.2. Upon submission of the final report(s) or project termination, PAL will have the right to copyright, license, publish or otherwise disseminate data and results of this project. PAL agrees to recognize the CLIENT's involvement in the project.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

For **PAL**

For the **CLIENT**

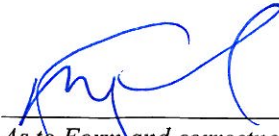
Deborah C Cox 02/03/2017
 (Signature) (Date)

 2.27.17
 (Signature) (Date)

Deborah C. Cox President
 (Name) (Title)

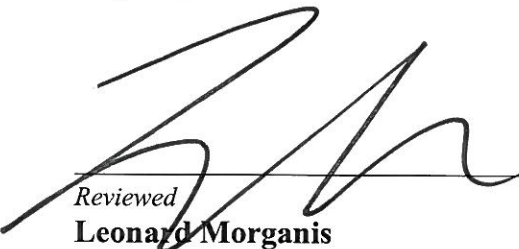
James Diossa Mayor
 (Name) (Title)

For the City of Central Falls, RI



As to Form and correctness **Date**
Matthew Jerzyk
City Solicitor

2/13/2017



Reviewed **Date**
Leonard Morganis
Administrative and Finance Officer

2/15/17



Scope of Services
Central Falls Mill Historic District
Boundary Extension
Central Falls, RI

National Register Nomination

Submitted to:

December 13, 2016

City of Central Falls
580 Broad Street
Central Falls, RI 02863

The City of Central Falls (City) is seeking a consultant to complete a boundary extension of the Central Falls Mill Historic District National Register of Historic Places (National Register) nomination for planning purposes. The proposed extended boundary area defined by the City's Office of Planning and Economic Development, the Rhode Island Historical Preservation and Heritage Commission (RIHPHC), and PAL forms the basis for the nomination extension. The Rhode Island State Review Board reviewed and approved the proposed extension, based on the preliminary evaluation prepared by PAL, at their meeting on October 12, 2016 (Letter from Jeff Emidy dated October 21, 2016). PAL is pleased to submit this proposal to prepare a National Register Extended Boundary nomination in response to the City's request.

The Central Falls Mill Historic District (Historic District) is a linear concentration of industrial buildings that extends between Roosevelt Avenue (west) and the Blackstone River (east), running from just south of Cross Street to the dam, near the intersection of Roosevelt Avenue with Charles Street. The Historic District was listed in the National Register in 1979 as part of the Central Falls Multiple Resource Nomination. The Central Falls Mill Historic District consists of six major mill buildings, ancillary buildings, and a stone dam constructed in the nineteenth century, primarily for water-powered textile production. The current proposed extension of the district consists of steam- and electric-powered mills and extends to the west and south, encompassing nine contributing properties.

The following tasks represent PAL's approach to completing a comprehensive survey and a National Register nomination extension.

Task 1. Meetings and Coordination

PAL will work closely throughout the project with representatives of the City and the RIHP&HC in the completion of the survey and the development of the National Register nomination. The Project will be managed by a senior architectural historian (SAH) who will act as the PAL point of contact for all Project related communication and coordination and be responsible for ensuring the quality and timely submittal of all products.

PAL will present the National Register nomination at a public informational meeting, in conjunction with the City and RIHP&HC. If possible, PAL will attend the State Review Board meeting when the nomination is considered.

Task 2. Research

PAL staff will conduct research to support the Section 8 significance statement of the nomination extension. This will include collection and review of information filed at the RIHP&HC, related National Register nominations, and documentation available from the City. Previous reports, primary records including property cards and plat maps, town histories, directories, historic maps and views in institutions and online sources will be gathered and reviewed. The research will be sufficient to address the State Review Board's interest in learning more about the role that the various industrial properties and companies that operated them played in industrial and economic development of Rhode Island in the mid-to-late nineteenth and early twentieth centuries.

Task 3. Fieldwork

The PAL team will conduct a survey of the district neighborhood and take high resolution digital photographs of streetscapes and each building and streetscapes to supplement those taken during the preliminary evaluation, record notes on the description of each resource and the district setting and characteristics, assess the status of contributing and non-contributing resources, and locate each resource on the base map. The information collected will be sufficient to complete the Section 7. Description of the nomination extension. Photographs will be taken by an architectural historian with extensive experience recording historic properties, and an industrial historian will be involved in the fieldwork.

Task 4. National Register Nomination

Using the information collected during the research, fieldwork, and analysis phases of the Project, PAL will prepare a complete draft and final National Register nomination extension in accordance with National Park Service Bulletin's "How to Complete the National Register Form" and "How to Apply the NR Criteria for Evaluation," as well as other relevant National Register and RIHP&HC guidance.

The nomination extension will build on the information collected and presented in the Preliminary National Register Eligibility Evaluation and will include the National Register cover form with Section 7 and Section 8 narratives. The form will include the existing and historical appearance of the district extension and resources; a statement of significance that describes the important persons, trends, and events that shaped the historical development of the properties and resources; a list of references used in the development of the nomination; a boundary description for the extended historic district; a boundary justification statement; a district data sheet listing all contributing and non-contributing resources; and supporting documentation in the form of maps (USGS, assessor's, final GIS-based district map), photographs of the existing district and the extension, and copies of appropriate historical documents.

Section 7 will provide a description of the overall characteristics of the district extension and its resources, and will highlight key examples. The narrative will describe the topography and setting; notable landscape features and their relationship to the environment; types, styles, and periods of significant resources; size, scale, materials, and physical relationships of resources; details on key buildings, structures, objects, and sites; detail on examples of all resource types; summary of non-contributing markers, buildings and modern intrusions; and any important resources no longer extant.

Section 8 will justify the historic and architectural significance of the district extension and explain how it relates to the original district and how it meets the National Register criteria. Beginning with a summary paragraph on the criteria met and why, period of significance, and the level (local, state, national), areas, and themes of significance, the narrative will then go into greater detail on the context for evaluation and nomination. Community development patterns, including settlement, transportation, relation to the natural environment, population changes and immigration, industrial and commercial development, and other topics, as well as associations with notable persons, including founders and architects, will be explored. The narrative will address the architectural significance of the district extension and its notable individual components in relation to the town, region, state, or nation.

Task 5. State Review Board Meeting

PAL will prepare a narrative outline and Powerpoint slide images for the State Review Board meeting and will attend the meeting at which the Review Board will consider the nomination and to present its findings. PAL assumes that the completed nomination will be scheduled for a meeting within one year of completion.

Product/Project Deliverables

National Register Nomination Boundary Extension:

Draft: Two (2) hard copies of the *draft* nomination with paper reproduction of photos and graphics (see below) will be submitted to the City and RIHP&HC for review, along with electronic versions of same.

Final: The submittal to the RIHP&HC will consist of two (2) original hard copies of the final nomination on archival paper containing the cover form, bibliography, district data sheet, USGS map, assessors maps, district sketch map, verbal boundary description and justification, and original 8 X 10-inch photographs printed with inks and paper and labeled per NPS and RIHP&HC requirements. The USGS map will be submitted following the new NPS NR guidelines using electronic files indicating latitude and longitude. Two (2) CDs with the photographs formatted and labeled per NPS and RIHP&HC requirements will be submitted. One (1) CD or DVD containing all image and nomination files, along with the Powerpoint and outline text for the State Review Board presentation will be submitted.

The submittal to the City will consist of one (1) original non-archival paper copy of the final nomination with original photographs and supporting documentation and one (1) CD containing all image and nomination files, along with the Powerpoint and outline text for the State Review Board presentation.

Personnel

The Project will be overseen by Virginia H. Adams, senior architectural historian/project manager who will work closely with the Project team, which will consist of John Daly, senior industrial historian, Quinn R. Stuart, architectural historian, and an assistant architectural historian. All key



personnel assigned to the Project meet the professional qualifications set by the NPS (36 CFR, Part 61) for architectural history projects and are experienced in conducting cultural resource studies.

Schedule

PAL staff will initiate work on the Project within one week of written Notice to Proceed (NTP). Fieldwork will be completed within six weeks following NTP and the draft nomination will be submitted eight weeks following fieldwork. The final nomination will be submitted within two weeks following receipt of all comments.

Cost Proposal

PAL is prepared to complete the Central Falls Mill Historic District Boundary Extension for a fixed fee, including all labor and costs, of \$9,990.



PUBLIC ARCHAEOLOGY LABORATORY
- COST PROPOSAL -

PREPARED FOR City of Central Falls
 DATE December 13, 2016
 PROJECT Central Falls Mill Historic District Boundary Extension
 SERVICES National Register Nomination

PERSONNEL	TASK	HOURS	RATE	COST
Senior Architectural Historian	Coordination/Meetings	4	120.49	482
	Survey	2	120.49	241
	Documentation/Report	4	120.49	482
Senior Industrial Historian	Research/Coordination	8	87.63	701
	Survey	4	87.63	351
	Documentation/Report	16	87.63	1,402
Architectural Historian	Research/Coordination	12	76.68	920
	Survey	6	76.68	460
	Documentation/Report	32	76.68	2,454
	State Review Board Doc	2	76.68	153
Architectural Assistant	Research/Coordination	12	48.20	578
	Survey	6	48.20	289
	Documentation/Report	16	48.20	771
GIS Specialist	Technical Graphics/Maps	6	72.30	434
TOTAL PERSONNEL COSTS		130		9,719
OTHER EXPENSES	DESCRIPTION			COST
Reproduction	Report Preparation, Copying, Graphics etc.			135
Photographs	Processing & Prints			60
Communication	Express Mail			25
Expendable Supplies	Archival Paper, Bags, etc.			19
Mileage	60 Miles @ \$	0.54		32
TOTAL OTHER EXPENSES				271
TOTAL PAL COST PROPOSAL				9,990

** This quote is valid for 120 days from date listed above.*

