



Project Agreement
State of Rhode Island
Department of Environmental Management
and the
City of Central Falls

Rhode Island Capital Fund
Green Economy Bond
Bikeway Development Program

This Project Agreement is for the time period of July 1, 2017 through project completion, July 1, 2020.

This agreement is made to be effective the 1st day of July 2017, between the **CITY OF CENTRAL FALLS**, hereinafter referred to as "Grantee", a municipal corporation organized under the laws of the State of Rhode Island with an address located at 580 Broad Street, Central Falls, RI 02863 and the **STATE OF RHODE ISLAND**, through the **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, hereinafter referred to as the "State."

WHEREAS, the State and the Grantee have recognized the importance of providing citizens with safe and accessible recreational resources including bicycle paths; and

WHEREAS, the State and the Grantee have a mutual interest in providing the public with these facilities to improve the use and enjoyment of our State and to link our bikeways to each other and to the wide breadth of recreational resources in the State; and

WHEREAS, the State and Grantee have mutually agreed to work together to develop a plan for the Blackstone River Bikeway Segment 3B.1 to serve residents and visitors (hereinafter referred to as the "Central Falls Bikeway" or the "Project"), and

WHEREAS, the Grantee shall receive One Million One Hundred Thousand Dollars (\$1,100,000.00) in grant funding from the State of Rhode Island through its 2018 – 2023 Capital Development Plan for the purpose of constructing the Project; and

WHEREAS, the State approves the use of such funds by the Grantee for the Project;

WITNESSETH: In consideration of the Premises, the covenants contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantee and the State hereby covenant and agree as follows:

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations herein, the Parties agree as follows:

1. The Parties agree the Grantee will be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State and the Rhode Island Department of Transportation (DOT).
2. The Grantee will be responsible for all costs associated with the design and construction of the Project; the State will reimburse the Grantee up to and not exceeding \$1,100,000.00 in State funds; costs in excess of said reimbursement are the responsibility of the Grantee. The Grantee shall use funds provided herein solely for Project for purposes of design, construction and construction management.
3. The design of the Project shall conform to all State and DOT design standards, standard specifications and standard details.
 - a. The Grantee shall submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications and estimates (hereinafter PS&E) at the 90% stage of design and at the PS&E stage of design. Such submissions shall include but not be limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
 - b. The State will respond to the submissions within thirty (30) days of their receipt.
 - c. Review by the State is for the limited purpose of confirming that final design documents shall be acceptable to the State and is not intended to relieve the Grantee of full responsibility with respect to errors and omissions.
4. The Grantee shall certify to the State that all improvements made as part of the Project are within public right-of-way or that all acquisitions, easements or other right-of-way permissions required to complete the Project have been granted, prior to the commencement of the Project.
5. The Grantee agrees that no work associated with the relocation of utilities underground shall be subject to reimbursement as part of this Project unless previously approved by the State.
6. The Grantee shall select a consultant to plan, design and develop the bid documents for the Project according to Title 37, Chapter 2 of the Rhode Island General Laws and State procedures.
7. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of the

State of Rhode Island, the State reserves the right to require a plan to ensure that one or more Minority Business Enterprises (MBE) as defined therein have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. The State shall not issue a notice to proceed to construction of the Project until such MBE Plan, if required, has been approved. The Grantee and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of work under this Agreement.

8. The Grantee will assign or hire a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract records. The Grantee will maintain all financial records.
9. The Grantee will construct the Project using the design approved by the State with minor and reasonable field changes allowed
10. The Grantee or its agents are responsible for obtaining all applicable permits, including but not limited to the RI Coastal Resources Management Council, the RI Department of Environmental Management and the RI Historical and Preservation Commission.
11. The Grantee shall comply with all provisions and conditions of Federal, State, and local permits necessary for the construction and operation of the Project.
12. The Grantee shall submit all expenses related to the Project, within 120 days of the date of payment by Grantee, in proper order. It is anticipated that submission requests for reimbursement will be done no more than monthly, and no less frequently than quarterly. Requests for reimbursement shall include a cover letter, a report which shall indicate work performed during the period and related to payments for which reimbursement is sought, and a discussion of anticipated/budgeted vs. actual progress. Reimbursement requests shall also be accompanied by supporting documentation, which shall include copies of both sides of the cancelled check or other verification that payment was made to and received by the appropriate vendor(s).
13. The Grantee shall provide the State with written quarterly status project update of the project.
14. The Grantee shall grant the right to inspect the Premises to the State for progress inspections.
15. Upon completion of the Project, the Grantee agrees to maintain the facilities constructed under this agreement in accordance with a Management Plan and specifications developed for the Project at its own cost and expense. The

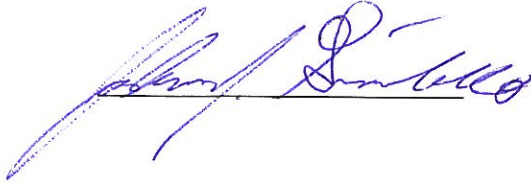
Management Plan shall provide a mechanism to properly operate and maintain the Project after completion of construction, and at a minimum include a mechanism for litter patrol, safety and general maintenance. The Grantee may assign duties and responsibilities to third party partners.

16. All costs billed under this Agreement are subject to audit. The Grantee agrees to maintain all records pertaining to the costs incurred in performance of the Project and this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
17. The State reserves the right to terminate this Agreement if State funds are rescinded or not authorized.
18. This Agreement may not be altered or amended except by written agreement signed by the Parties.
19. The State agrees to:
 - a. Perform periodic site visits to review construction and provide guidance as needed.
 - b. Reimburse the Grantee for eligible Project expenses, upon receipt of sufficient payment requests
 - c. Participate and facilitate in coordinating Project review and construction schedules.
 - d. Assist in the solicitation for and review of proposals.
 - e. Participate in project review meetings with the Grantee to ensure satisfaction with construction progress, design elements, construction materials, and to review change orders and amendments to the Project contract as needed.
 - f. Cooperate and facilitate permitting and approvals related to the Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

**GRANTEE
CITY OF CENTRAL FALLS**



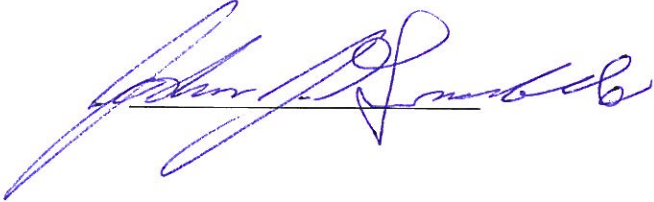
By: 

James A. DiOssa, Mayor

Date: 7/3/2017

WITNESS:

Approved, per Fiscal Stability Act:





Len Morganis, *Administrative and Finance
Officer*

Date: 7/3/17

WITNESS:

Approved as to form and correctness:





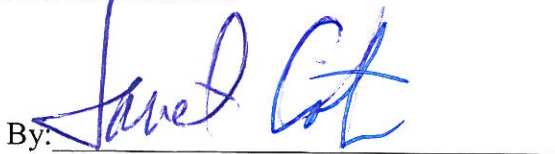
Matthew Jerzyk, *City Solicitor*

Date: 7/3/17

WITNESS:

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



By: 

Janet Coit, Director

Date: 7/13/17

