

**PAWTUCKET REDEVELOPMENT AGENCY
BROWNFIELDS CLEANUP REVOLVING LOAN FUND
SUBGRANT AGREEMENT**

This Agreement, made on thisday of November, 2016, by and between the Pawtucket Redevelopment Agency, acting by and through its Executive Director, with a principal address of 137 Roosevelt Avenue, Pawtucket, RI ("Grantor") and the City of Central Falls, acting by and through its Mayor, having a principal address of 580 Broad Street, Central Falls ("Subgrantee").

WITNESSETH

WHEREAS, the Grantor is the recipient of a U.S. Environmental Protection Agency ("EPA") Brownfields Revolving Loan Fund Cleanup Grant, BF-96186401-0, 'Attachment A' (hereinafter referred to as BF- 96186401-0; and

WHEREAS, the funds from the EPA Brownfields Revolving Loan Fund Cleanup Grants are to be used for undertaking the cleanup of Brownfields sites by making low interest loans and/or grants to eligible entities and non-profit organizations willing to undertake cleanup of these sites; and

WHEREAS, the Subgrantee certifies that it is an eligible entity under Comprehensive Environmental Response Compensation and Liability Act (CERCLA) § 104(k) (1); and

WHEREAS, the Subgrantee is the owner of certain real property located at central Falls Landing/American Supply Company Mill, 1420 Broad Street, Central Falls, which is more particularly described in 'Attachment B' attached hereto; and

WHEREAS, the Subgrantee will remedy certain environmental conditions at the Property, namely the environmental cleanup of arsenic, lead, TPH PAH and dieldrin identified through a limited site investigation which report was issued March 23rd, 2016 (hereinafter referred to as the "Remediation Work"); and

WHEREAS, the Property in its current condition presents a threat to public health and safety and the environment; and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency.

WHEREAS, the Subgrantee certifies that it is not a viable responsible party nor potentially liable for the petroleum contamination at the Property in that the Subgrantee has not dispensed or disposed of petroleum or petroleum product at the Property, has not exacerbated the

contamination at the Property, and has taken reasonable steps with regard to contamination at the Property.

WHEREAS, the Subgrantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Subgrantee, or to the best of its knowledge, its contractors or subcontractors currently suspended, debarred or otherwise declared ineligible for participation in this federal program or from the receipt of these funds.

WHEREAS, the Subgrantee certifies that it is not potentially liable under § 107 of CERCLA for the Property,

WHEREAS, the Pawtucket Redevelopment Agency voted on May 31, 2013 to award a grant of \$175,000.00 to the Subgrantee subject to certain conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. Grantor agrees to grant to Subgrantee the sum of \$175,000.00 of EPA Brownfields Cleanup Revolving Loan Funds (the "Project Grant Funds") to be used by the Subgrantee for the Remediation Work subject to the terms and conditions herein. The Remediation Work funded under this Grant Agreement involves arsenic, lead, TPH PAH and dieldrin. All of these funds will be used by the Subgrantee to clean up contamination at the Property.
2. The Subgrantee understands and agrees that all of the Project Grant Funds provided by Grantor to Subgrantee shall be used by the Subgrantee towards the cleanup and remediation of the Property identified in 'Attachment B'.
3. The Subgrantee shall use the Project Grant Funds only for eligible and allowable costs under CERCLA 104(k) and under the terms and conditions of BP-96186401-0, and agrees to be bound by the terms and conditions of said grant. These requirements include those prohibitions on the use of Project Grant Funds found at CERCLA 104(k) (4) (B) for administrative costs, and response costs for which the Subgrantee is potentially liable at the Property under CERCLA 107.
4. The Subgrantee shall carry out the Remediation Work in accordance with CERCLA 104(k), the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR 300 et seq, the applicable terms and conditions of BP-96186401-0, and all other applicable federal, state and local requirements.
5. The Subgrantee will comply with the Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 CFR Part 31, OMB Circular A- 87, and all other applicable provisions of federal, state or local law.
6. The Subgrantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of

1931 (CERCLA 104(g) (1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222) and in accordance with the Davis Bacon Terms and Condition for Removing Loan Fund Grants to Governmental/Quasi-Governmental Organizations, provided in BF-97180401-3. CERCLA compliance with Davis Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Project Grant Funds. In accordance with BP-96186401-0, the Subgrantee shall obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into construction, alteration or repair contracts.

7. The Subgrantee shall comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001 entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects."
8. Subgrantee shall comply with federal cross cutting measures, including but not limited to, MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti-Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
9. Prior to the initiation of the Remediation Work the Subgrantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required. The Subgrantee shall also provide to the Grantor the Community Relations Plan ("CRP") and Analysis of Brownfields Cleanup Alternatives (ABCA) that Subgrantee has prepared in accordance with its EPA Brownfields Cleanup Grant BF-96150501-0.
10. The Subgrantee shall notify the Grantor in writing of all material changes and modifications to the Remediation Work prior to commencing such work.
11. The Subgrantee shall provide the Grantor with a copy of the Phase I and Phase II Environmental Assessment of the Property performed according to the American Society for Testing and Materials (ASTM) standards (collectively, the "Assessment"). The Subgrantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Subgrantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
12. The Grantor shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project Grant Funds. The

Grantor's environmental project manager will review the Subgrantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State and Federal requirements and is protective of human health and the environment.

13. The Project Grant Funds shall be payable to the Subgrantee as a reimbursement for allowable expenses incurred by the Subgrantee based upon the progress of the Remediation Work and in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as 'Attachment C'. No reimbursement shall be made to the Subgrantee without the written approval of the Grantor. The Grantor shall not advance nor be obligated to advance any Project Grant Funds to the Subgrantee prior to the receipt of property executed lien waivers. The Project Grant Funds shall be payable to the Subgrantee as a reimbursement for allowable expenses.
14. Prior to the Request for reimbursement for Remediation Work, including any cleanup activities, the Subgrantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required.
15. The Subgrantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Subgrantee's full compliance with the terms and provisions of the Project Documents and this Agreement.
16. A qualified environmental consultant, on behalf of the Grantor, shall review the Subgrantee's remedial planning, design, and engineering documents and review progress reports and the Remedial Action Outcome (RAO) report to ensure that the cleanup is being completed in accordance with all local, state, and federal requirements and is protective of human health and the environment.
17. The Subgrantee shall conduct all Remediation Work in accordance with a Rhode Island Department of Environmental Management approved Remedial Action Plan ("RAP"); a health and safety plan (OSHA 1910-120 126); and a quality assurance project plan which sets forth the manner and method of collecting samples to assure the removal of hazardous substances that are located at the Property as a part of the remediation work. Collectively such documents are referred to as the "Project Documents."
18. The Subgrantee agrees to allow the Grantor and/or its designated **qualified environmental consultant** to access the Property for the purposes of monitoring the Project upon reasonable notice to the Subgrantee.
19. The Subgrantee understands and agrees that all of the Project Grant Funds provided by Grantor to Subgrantee shall be used by the Subgrantee towards the cleanup and remediation of the Property. The Subgrantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Subgrantee's full compliance with the terms and provisions of the Project Documents and this Agreement.

20. The Project Grant Funds shall be payable to the Subgrantee as reimbursement for eligible and allowable expenses incurred by the Subgrantee based upon actual disbursements for costs incurred for Remediation Work.
21. Subgrantee shall submit requests for reimbursement to Grantor, with a duplicate copy of all requests for reimbursement sent to Grantor's **qualified environmental consultant**. The Grantor **qualified environmental consultant** will determine the eligibility of the reimbursement request and process payment only for eligible and allowable costs under CERCLA 104(k), this Agreement and under the terms and conditions of BF-96186401-0. Any costs to be incurred not directly related to the physical cleanup of the Property shall require the prior written approval of the Grantor prior to the expense being incurred. Failure to receive prior written approval of the Grantor may result in the cost being deemed ineligible by the Grantor. Grantor reserves the right to deny requests for reimbursement that do not comply with the terms of CERCLA 104(k), this Agreement or BF-97180401-3.
22. Prior to the execution of this Agreement, the Subgrantee shall submit to the Grantor evidence of insurance coverage, for both the Subgrantee and its consultants and contractors, with limits of liability as required by "Attachment D". All required insurance coverage shall remain in full force and effect during the term of this Agreement.
23. Subgrantee shall commence the Remediation Work as soon as reasonably possible and shall complete all of the Remediation Work prior to the completion date of December 31st, 2017. This Agreement shall begin on the date the parties execute this Agreement and end when the Subgrantee provides Grantor with a Remedial Action Closure Report as required by Rule 11.09 of the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Materials Releases (Remediation Regulations) or December 31st, 2017, whichever occurs first ("Period of Performance").
24. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner and in compliance with all federal, state, and local laws.
25. The Subgrantee shall:
 - a. Retain fee simple title to the Property throughout the Period of Performance of this Agreement.
 - b. Ensure that all procurements conducted with Project Grant Funds comply with 40 CFR Part 31.36 or 40 CFR Part 30.40-30.48, as applicable.
 - c. Ensure that the cleanup protects human health and the environment.
 - d. Conduct cleanup activities as required by the Grantor.
 - e. Document how the funds are used. The Subgrantee shall maintain separate records for costs incurred at sites contaminated with petroleum.

- f. Notify the Grantor when the Remediation Work is complete. The Subgrantee shall provide to the Grantor a Remedial Action Closure Report for the Project from the Subgrantee's licensed site professional that certifies that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement, the Remedial Approval Letter/Order of Approval issued by RIDEM, and all other applicable federal, state and local laws.
 - g. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Subgrantee is a party and which relate to the Project Grant Funds and the Remediation Work.
 - h. Comply with all of the terms and conditions as set forth in BF-96150501-0.
 - i. Assist the Grantor in complying with Grantor's reporting requirements under EPA Brownfields Revolving Loan Fund Cleanup Grant (BF-97180401-3) by providing information and documentation pertaining to the Remediation Work to the Grantor in a timely manner.
26. Subgrantee shall indemnify Grantor from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities (including attorney's fees and other costs of defense) whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Subgrantee's performance under this Agreement. By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
27. The Subgrantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with 40 CFR Part 31 and generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of 3 years following the completion and close out of Grant Number BP-96186401-0 except as follows:
- a. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - b. All available records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives or representatives of EPA, EPA's Office of Inspector General, the Comptroller General, or other authorized representatives of the Federal Government.
28. It is expressly understood that a failure or delay on the part of the Subgrantee in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not

constitute a breach or Event of Default under this Agreement; however, the Subgrantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

29. No failure of either party to exercise any power or right given thunder or to insist on strict compliance by the other party with its obligations hereunder, or custom of practice of the parties at variance with the terms hereof, shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
30. If the Subgrantee sells or transfers the Property during the Period of Performance of this Agreement, then, in that event, the Subgrantee shall immediately repay the entire amount of Project Grant funds advanced to the Grantor.
31. In the event of a default of any of the terms or conditions of this Agreement then, in that event, the entire amount of Project Grant Funds disbursed to Subgrantee shall become immediately due and payable without the necessity of demand from Grantor. The Subgrantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each and "Event of Default"):
 - a. The Subgrantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
 - c. The Subgrantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the Grantor to Subgrantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Subgrantee to the extent allowed by law.
 - d. Any proceeding involving the Subgrantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
 - e. An order, judgment or decree is entered, without the application, approval or consent of the

Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Subgrantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

32. Upon the occurrence of anyone or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Subgrantee by Grantor pursuant to this Agreement shall become due and payable by Subgrantee to Grantor, without presentment, demand, protest or notice of any kind to the Subgrantee, all of which are hereby expressly waived by the Subgrantee.
33. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR:

**Pawtucket Redevelopment Agency
137 Roosevelt Avenue
Pawtucket, RI 02860
Attention: Susan Mara, Executive Director**

TO THE SUBGRANTEE:

**Office of Planning and Economic Development
580 Broad Street
Central Falls, RI 02863
Attention: Peter Friedrichs, Planning Director**

or to such other address as a party may subsequently specify in writing to the other party.

34. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignment.
35. The Subgrantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Grantor.
36. This Agreement is not intended to create or vest any rights in any third party or to create any third party beneficiaries.
37. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract

between the parties, and shall not be otherwise be affected by any other purported undertaking, whether written or oral.

38. All amendments to this Agreement shall be in writing and signed by both parties hereto.
39. Upon execution, the Parties agree that this Agreement shall be recorded in the registry of deeds in the City where the property to be remediated is located.
40. This Agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island. The Subgrantee agrees that any and all claims, disputes or other matters arising out of this Agreement may be brought in the courts of the State of Rhode Island or any Federal Court sitting therein consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Subgrantee by mail at the address specified herein. The Subgrantee waives any objection that it may now or hereafter have to the venue of such suit or any such court or that such suit was brought in an inconvenient court.
41. The funds provided by this Agreement are subject to the continued availability of funds under BP-96186401-0 and to the continued eligibility of the EPA, Grantor and Subgrantee to receive such funds. If the funds for this Agreement are no longer available or the EPA, Grantor or Subgrantee become ineligible to receive such funds, the Grantor shall notify the Subgrantee in writing and all rights and obligations of the parties under this Agreement shall cease.
42. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.


IN WITNESS HEREOF, the parties have caused this Agreement to be executed in the name and on behalf of each of them acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized as of the day and year first written above.

Pawtucket Redevelopment Agency

By: Susan Mara
Executive Director

Witness _____


City of Central Falls:

By: 

James Diossa
Mayor and Director of Public Safety

By: 

As to Form and Correctness
Matthew Jerzyk
City Solicitor

By:  11/9/16

Reviewed
Leonard Morganis
Administrative and Finance Officer

Attachments and Exhibits

Attachment A: U.S. Environmental Protection Agency ("EPA") Brownfields Revolving Loan Fund Cleanup Grant: BF-96186401-0

Attachment B: Legal Description of subject Property

Attachment C: Approved cleanup project budget

Attachment D: Insurance coverage limits of liability, for both the Subgrantee and its consultants and contractors.

ATTACHMENT A

ATTACHMENT B

Parcel Description AP 3, lot 62

That certain tract or parcel of land with all buildings and improvements thereon situated on the westerly side of Broad Street and the northerly side of Madeira Avenue more particularly bounded and described as follows:

Beginning at the intersection of the westerly side line of said broad street and the northerly side of said madeira avenue, said point being marked by a drill hole, said point also being the southeasterly corner at herein described parcel;

Thence S 52° 54' 52" W along the northerly sideline of said Madeira avenue for a distance of two hundred fifty-seven and 00/100 (257.00) feet to a point, said point being marked by a rebar with a cap;

Thence N 40° 27' 32" W for a distance of one hundred thirty and 00/100 (130.00) feet to a point, said last course bounded by land now or formerly of club sport Unaio Madeirence;

Thence N 49° 52' 14" E for a distance of one hundred seventeen and 82/100 (117.82) feet to a point;

Thence N 37° 05' 08" W for a distance of forty and 00/100 (40.00) feet to a point;

Thence n 50° 31' 02" e for a distance of one hundred forty-two and 44/100 (142.44) feet to a point in the westerly sideline of said broad street, said last three courses bounded northerly and westerly by land now or formerly of the city of Central Falls;

Thence S 36° 37' 14" E along the westerly sideline of said broad street for a distance of twenty four and 04/100 (24.04) feet to a point marked by a drill hole;

Thence S 38° 51' 14" E along the westerly sideline of said broad street for a distance of one hundred fifty eight and 02/100 (158.02) feet to the point and place of beginning;

The above-described parcel contains an area of 40,968 square feet of land more or less and is shown on a plan titled "boundary survey plan, AP 3, lot 62, Broad St. And Madeira Ave., Central Falls, Rhode Island, Rhode Island Department of Transportation, scale 1" = 20', dated September 2012 by Crossman Engineering."

ATTACHMENT C

<i>Funding - Committed</i>	<i>Granted</i>
RIDEM – Recreational Trails Grant No. 11-90-10	\$ 100,000.00
RIDOT	\$ 450,000.00
USEPA - Remediation Grant	\$ 200,000.00
City Match to US EPA	\$ 50,000.00
Pawtucket Redevelopment Agency	\$ 175,000.00
TOTAL AVAILABLE	\$ 975,000.00

<i>Project Cost</i>	
<i>The Landing</i>	<i>Cost</i>
Remediation & Site Improvements	\$ 676,078.36
<i>The Landing - Sub Total</i>	\$ 676,078.36
<i>The Walk</i>	
Remediation & Site Improvements	\$ 349,506.47
<i>The Walk - Sub Total</i>	\$ 349,506.47
TOTAL PROJECT COST	\$ 1,025,584.83

ATTACHMENT D

INSURANCE REQUIREMENTS

SUBGRANTEE:

The SUBGRANTEE shall provide the PRA, with insurance certificates coverage from a company or companies licensed to do business in the state showing that the SUBGRANTEE has the following:

- A. Comprehensive General Liability Insurance - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
 - Independent Contractors;
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
 - Products and Completed Operations;
 - Personal Injury (with employee exclusion deleted) which applies to this property, and that the PRA is named as co-insured.

CONSULTANTS:

The Consultants shall provide the PRA, with insurance certificates coverage from a company or companies licensed to do business in the state showing that the SUBGRANTEE has the following:

- A. Comprehensive General Liability Insurance - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
 - Independent Contractors;
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
 - Products and Completed Operations;
 - Personal Injury (with employee exclusion deleted)
- B. Automobile Liability Insurance - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/ Property Damage, \$500,000 per accident including non-owned and/or hired vehicle coverage.

- C. Workers' Compensation Insurance - As required by the General Laws of Rhode Island.
 - Employers liability \$500,000

CONTRACTORS:

All construction contractors shall provide the PRA, with insurance certificates coverage from a company or companies licensed to do business in the state showing that the SUBGRANTEE has the following:

- A. Comprehensive General Liability Insurance - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.

- Independent Contractors;
- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
- Products and Completed Operations;
- Personal Injury (with employee exclusion deleted)

B. Automobile Liability Insurance - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/ Property Damage, \$500,000 per accident including non-owned and/or hired vehicle coverage.

C. Workers' Compensation Insurance - As required by the General Laws of Rhode Island.

- Employers liability \$500,000