

R-20-15A

TOWN OF CUMBERLAND

RESOLUTION: AUTHORIZING AND EMPOWERING MAYOR JEFFREY MUTTER TO ENTER INTO A CONTRACT WITH PARE CORPORATION IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND FORTY DOLLARS (\$39,040.00) THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00).

BE IT RESOLVED BY THE TOWN COUNCIL OF CUMBERLAND AS FOLLOWS:

WHEREAS: The Town of Cumberland intends to revitalize Diamond Hill Park through a multi-phased approach that includes maintenance of the pond/music pavilion, enhancements to the ski lodge, installation of bathrooms, creation of a multi-use green space, updates to the trail system, improvements to traffic flow and parking as well as other projects that will greatly improve the function and aesthetics of one of Cumberland’s most important resources for public enjoyment.

WHEREAS: The first phase of the project will address the pond/music pavilion which have fallen into disrepair and have become an eyesore within the park

WHEREAS: The goal is to improve the water quality of the pond by removing existing debris and sediment, repairing the flow control structures and surrounding bank, removing and replacing the pedestrian bridges, and improving the aesthetics of the pavilion.

WHEREAS: A long-term maintenance program will be developed to sustain the improvements so that the area does not fall into disrepair once again.

WHEREAS: The Town of Cumberland solicited requests for proposals from on-call Engineering Firms for the development of an engineering plan and associated permits to repair and maintain the Diamond Hill Music Pavillion/Pond located at 4097 Diamond Hill Road.

WHEREAS: The Town of Cumberland received three (3) proposals from qualified bidders: Pare Corporation for ~~\$36,500~~ \$39,040; CDR|Maguire for \$54,280; and BETA Group for \$64,965.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CUMBERLAND, RHODE ISLAND AS FOLLOWS: MAYOR JEFFREY J. MUTTER IS AUTHORIZED AND EMPOWERED TO ENTER INTO A CONTRACT WITH PARE CORPORATION FOR A SUM NOT TO EXCEED THIRTY-NINE THOUSAND FORTY DOLLARS (\$39,040.00) ~~THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00)~~ FOR PROFESSIONAL SERVICES TO DEVELOP A REPAIR AND MAINTENANCE PLAN FOR THE DIAMOND HILL POND/ MUSIC PAVILLION.

R-20-15A

51
52
53
54
55
56
57
58
59
60

SECTION 2: THAT THIS RESOLUTION SHALL BECOME EFFECTIVE
IMMEDIATELY UPON ITS PASSAGE BY THE CUMBERLAND TOWN COUNCIL.

Date Adopted: _____

Sandra M. Giovanelli, Town Clerk

TOWN OF CUMBERLAND

RESOLUTION: AUTHORIZING AND EMPOWERING MAYOR JEFFREY MUTTER TO ENTER INTO A CONTRACT WITH PARE CORPORATION IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500).

BE IT RESOLVED BY THE TOWN COUNCIL OF CUMBERLAND AS FOLLOWS:

WHEREAS: The Town of Cumberland intends to revitalize Diamond Hill Park through a multi-phased approach that includes maintenance of the pond/music pavilion, enhancements to the ski lodge, installation of bathrooms, creation of a multi-use green space, updates to the trail system, improvements to traffic flow and parking as well as other projects that will greatly improve the function and aesthetics of one of Cumberland's most important resources for public enjoyment.

WHEREAS: The first phase of the project will address the pond/music pavilion which have fallen into disrepair and have become an eyesore within the park

WHEREAS: The goal is to improve the water quality of the pond by removing existing debris and sediment, repairing the flow control structures and surrounding bank, removing and replacing the pedestrian bridges, and improving the aesthetics of the pavilion.

WHEREAS: A long-term maintenance program will be developed to sustain the improvements so that the area does not fall into disrepair once again.

WHEREAS: The Town of Cumberland previously solicited requests for proposals from engineering firms for on-call services, and the Town Council adopted Resolution 19-84 approving seven qualified engineering firms for on-call services; and

WHEREAS: The Town requested bid proposals from three (3) of the approved engineering firms for the development of an engineering plan and associated permits to repair and maintain the Diamond Hill Music Pavillion/Pond and received three (3) proposals from Pare Corporation for \$36,500; CDR|Maguire for \$54,280; and BETA Group for \$64,965; and

WHEREAS: The Town finds that Pare Corporation presented the lowest responsible bid for this project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CUMBERLAND, RHODE ISLAND AS FOLLOWS:

SECTION 1. MAYOR JEFFREY J. MUTTER IS AUTHORIZED AND EMPOWERED TO ENTER INTO A CONTRACT WITH PARE CORPORATION FOR A SUM NOT

51 TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00)
52 FOR PROFESSIONAL SERVICES TO DEVELOP A REPAIR AND MAINTENANCE
53 PLAN FOR THE DIAMOND HILL POND/ MUSIC PAVILLION.

54

55 SECTION 2: THAT THIS RESOLUTION SHALL BECOME EFFECTIVE
56 IMMEDIATELY UPON ITS PASSAGE BY THE CUMBERLAND TOWN COUNCIL.

57

58 **Date adopted:** _____

59

60

61 **True Copy, Attest:**

62

63

64

65

SANDRA M. GIOVANELLI, TOWN CLERK

Town of Cumberland
Fiscal Note (R-20-15)

Proponent: Mayor's Office

Description of Ordinance, Rule, or Resolution:

RESOLUTION: **AUTHORIZING AND EMPOWERING MAYOR JEFFREY MUTTER TO ENTER INTO A CONTRACT WITH PARE CORPORATION IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500).**

Cost(s) of:

The costs totaling \$36,500 are for the development of an engineering plan and associated permits to repair and maintain the Diamond Hill Music Pavilion / Pond.

Are said Costs/Revenue budgeted? If so, describe. If not, where shall the appropriation originate?

The costs associated with this expenditure will be advanced by the Town's General Fund and be reimbursed via a \$300,000 RI DEM Legislative Grant. Grant costs and reimbursements will be tracked via our accounting system.

Effect on the Tax Rate of the Town:

There shall be No effect on the tax rate with the passage of this resolution.

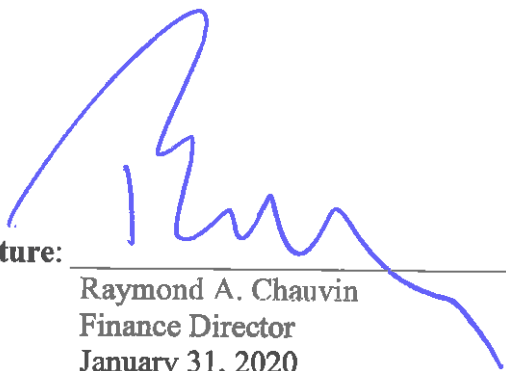
Source(s) of Data:

Mayor's Office

Bid Information:

Bid completed /see resolution

Proponent Signature: _____


Raymond A. Chauvin
Finance Director
January 31, 2020



Engineers | Scientists | Planners

PARECORP.COM

530,500



January 22, 2020

Mayor Jeffrey Mutter
Town of Cumberland
45 Broad Street
Cumberland, RI 02864

Re: **Diamond Hill Park- Cumberland Music Pavilion/Pond**
Cumberland, RI
Pare Proposal No.:TP579.19A

Dear Mayor Mutter:

In accordance with our recent meeting, we are pleased to have this opportunity to submit this Proposal and Agreement for Professional Services for your project. Outlined herein are the description of your project, our Scope of Services, the method and basis of compensation for our services, and the terms and conditions of the engagement.

PROJECT DESCRIPTION

As part of our preparation of this proposal the following documents were reviewed:

- Qualifications Statement & Proposal for Engineering, Landscape Architecture and Environmental Permitting Services submitted by the Gifford Design Group, Inc in Association with Millstone Engineering, P.C. dated June 5, 2012.
- Diamond Hill Park Conservation and Management Plan 2017-2022
- Memorandum from Planner Jonathan Stevens to Mayor Jeff Mutter and Linda Teel, dated November 14, 2019
- An Application to Alter submitted to the Rhode Island Department of Environmental Management for the Renovation of the Cumberland Music Pavilion, prepared by the Gifford Design Group, Inc. dated June 2013 and revised July 2013
- RIDEM Permit to Alter Freshwater Wetlands, dated June 26, 2014
- RIDEM permit plans approved on June 26, 2014 (the 2014 RIDEM Plans)

The Town of Cumberland is requesting a detailed scope of services and cost proposal for improvements to the Music Pavilion and Pond in Diamond Hill Park.

Cumberland Music Pavilion/Pond

It is understood that in 2014, RIDEM issued a Permit to Alter Wetlands for a project that would have filled the existing pond at the Music Pavilion in Diamond Hill Park. Pare understands that the Town's current preference is to not fill the pond but to make it more pleasant and welcoming by improving the aesthetics and water quality in the pond. This would be achieved by removing sediments and debris that have accumulated over the past several decades (i.e., dredging the pond), repairing the existing flow control structures to improve flow, possibly installing aerator diffusers and/or fountains to improve water quality, and developing a long term maintenance program to sustain the improved feature.

As part of this project the following is to be performed:



10 LINCOLN ROAD, SUITE 103 FOXBORO, MA 02035

T 508.543.1755 F 508.543.1881

8 BLACKSTONE VALLEY PLACE LINCOLN, RI 02865

T 401.334.4100 F 401.334.4108



Mayor Jeffrey Mutter

(2)

January 22, 2020

- Improvements to restore the operational functions of the two existing stream flow control structures. The flow control structures are located within Sylvie's Brook and are used to control stream flow into the pond area in front of the pavilion.

The work shall include limited bank/wall restoration and stabilization upstream and downstream of the structures.

- Also at the pavilion, it was discussed that two wooden bridges should be replaced. In addition to being in condition needing replacement it is anticipated that they would need to be replaced in order to repair the flow control structures.

SCOPE OF SERVICES

It is anticipated that two (2) submission stages will be prepared for these projects, a 75% submission and a 100% (bid) submission. The following are the basic services that Pare proposes as part of this project.

Basic Services

Task 101 – 75% Design Phase

1. **Project Administration/Coordination/Meetings:** Pare will coordinate with the Town throughout this phase to review and discuss design issues related to this project. Pare anticipates attendance of two coordination meetings at the site or at Town Hall with the Mayor's office, Director of Public Works or with other Town staff as deemed appropriate during this phase and has budgeted accordingly. All other coordination with the project team shall be conducted via conference call.

2. **Site Reconnaissance:** Pare will visit the Site to examine existing features for each project.

Pare will perform an existing conditions survey of the two existing stream control structures, the bank/wall areas needing potential restoration and the wooden bridges and their foundations. Based on our initial review it appears that the foundations for the bridge structures are in good shape and do not need replacement. Pare will develop base plans from our field inventory for the stream control structures, the bank/wall areas needing restoration and the bridge structures.

Pare assumes that the wetland delineations performed for the 2014 RIDEM plans will be used for the current project and therefore no additional wetland delineations are proposed at this time.

It appears that on the ground survey was performed for the 2014 RIDEM permit plans. Pare assumes that the survey information will be made available to Pare through the Town and therefore a survey sub-consultant is not included as part of this proposal.

Based on discussions with the Town, the Highway Department believes that the pond was lined with 18" of clay when it was constructed. It is also recommended that the Town Highway Department be used to do further explorations in the pond area to determine soil and water table information. Pare assumes that 3 to 4 such explorations will be performed. Pare will provide an engineer to verify the existing conditions.

3. **75% Design Plans:** Pare will develop a 75% plan submission detailing the proposed Music Pavilion/Pond Improvements. The plans and details will include dredging, repairs to the flow control structures, replacing the two (2) bridge structures, the bank and wall repairs.



Mayor Jeffrey Mutter

(3)

January 22, 2020

4. **Opinion of Probable Costs:** Pare will prepare an opinion of probable costs for the proposed improvements identified. This estimate will be prepared for budgeting purposes for the Town.
5. **Design Review Meeting:** Pare will meet with the Town to review the 75% design plans. Pare will present the plans and conduct a working meeting to obtain feedback and will make revisions based on feedback received in the design review meeting.

Task 102 – RIDEM Permitting

1. **Pre-Application Meeting:** For the purpose of this proposal, Pare assumes that the Music Pavilion/Pond Improvements will qualify for a RIDEM Permit Modification and that a new Application to Alter Wetlands will not be required.

As early as possible in the design process, Pare will request a pre-application meeting with RIDEM to introduce the revised project and seek initial feedback. Included in that meeting will be the attempt to confirm that the work is eligible for as a Modification of the 2014 RIDEM permit. Pare will document the meeting in a Memorandum of Meeting to be distributed to the client.

2. **Application for Permit Modification and OWTS:** Following receipt of comments on the 75% submission and incorporation of the comments into the proposed Plans, Pare will prepare an Application for Permit Modification for submission to RIDEM for the music pavilion/pond related work. The application will include the following:
 - A completed General Wetlands Application form signed by Pare and the applicant;
 - A copy of the existing permit;
 - A written description of the approved and proposed project impacts;
 - Revised Plans;
 - A proposed Operation and Maintenance Plan. This Plan is expected to include dewatering, sediment removal and herbicide or equivalent application to control invasive plants;
 - Documentation that the changes meet the modification eligibility criteria of the regulations; and
 - An application fee in the amount of \$150.00 (to be provided by the client).

Should RIDEM determine that the work does not qualify for a Permit Modification and require additional permitting, Pare can complete those services under supplemental agreement.



Task 103 – Final Design Development

1. **Project Administration/Coordination/Meetings:** Pare will continue to coordinate with the Town throughout this phase to review and discuss design issues related to this project. Pare anticipates attendance of two coordination meetings at Town Hall with the Mayor's office, Director of Public Works or with other Town staff as deemed appropriate during this phase and has budgeted accordingly. All other coordination with the project team shall be conducted via conference call.
2. **100% Documents:** Upon approval of the 75% submission by the Town and RIDEM, Pare will prepare a 100% submission for bidding purposes. For this task, Pare will further develop the 75% plans to the 100% Final Design stage of development for review and comment by the Town. Received comments will be considered and incorporated into the design contract documents, plans, contract document book and cost estimate. Pare will provide the necessary documents ready for construction advertising.
3. **Estimate of Probable Construction Cost –** At the 100% Final Design stage, Pare will update and finalize the itemized quantity estimates from the 75% Design Plans and prepare an updated estimate of probable construction cost for the proposed work and a bid proposal form to be included in the construction contract book for bidding. The project cost estimate will be based on the most recent Means publication and based on bid prices we have received from vendors.
4. **Bid Documents:** Once all components of the submission are prepared, Pare will compile the 100% Design Submittal Package including Plans, Special Provisions, Bid Proposal, and the Contract Book for the Town's final review before bidding. Pare's Project Manager will attend a meeting with the Town to present the project and obtain comments.

Task 104: Bidding Phase

Pare will assist the Town in the advertising for the project and by contacting selected contractors to solicit construction bids. Also, Pare will attend an on-site pre-bid conference. Additionally, Pare will issue contract addenda to interpret and/or clarify the bidding documents, assist the Town in determining the acceptability of alternatives proposed by contractors, attend the bid opening, prepare bid tabulation sheets, and assist the Town in evaluating bids or proposals. Pare will also assist the Town in selecting a contractor and make a recommendation for awarding the construction contract.

Task 105: Construction-Phase Services

During construction, Pare has the experienced staff to provide the following services under supplemental agreement if requested by the Town:

- **Pre-Construction Conference:** Members of the Pare will attend a pre-construction conference, at which time details of the proposed construction can be discussed.
- **General Administration:** Pare will provide services to act as the owner's representative as it pertains to the contract documents and proper completion of the project construction. Pare will correspond with all the necessary parties throughout construction.
- **Site Visits:** Pare will be available to furnish advice and to perform construction observation services and attend coordination meetings during construction of this project. The construction coordination could include attendance at bi-weekly coordination meetings and field observations to observe construction progress, to interpret and make clarifications to contract plans and specifications, and to resolve changes brought about by actual encountered field conditions. Written documentation of meetings and site visits will be prepared.



Mayor Jeffrey Mutter

(5)

January 22, 2020

- *Field Orders:* Pare will provide services to clarify and interpret issues related to the contract documents.
- *Change Orders:* Pare will provide services to review recommended changes to the work. Approval of the change orders will be reviewed and discussed with the Town for legitimacy.
- *Shop Drawings Review:* Contractor's submittals will be reviewed by Pare for compliance with the plans, specifications, and contract documents, and for general conformance with the design concept. Pare will receive, review/evaluate, take action and file all shop drawings provided by the Contractor.
- *Construction Completion Documents:* The contractor will provide record drawings for which Pare will review. After finalizing the review, Pare will transpose the data received and revise the drawings to depict as-built conditions. Electronic copies will be provided.

Substantial and final completion notices along with final field review and payment application inclusive with over/under run compilation of all costs will be provided.

All reports generated from project start-up to completion will be compiled into a manual for the Town.

Outside Services

No services are anticipated.

SERVICES PROVIDED BY THE TOWN OF CUMBERLAND

The Town shall provide a backhoe and operator for performing test pits in the pond area in order to obtain information pertaining to the subsurface conditions.

The Town is to provide any plans, reports or other documents pertaining to the site including the base plan survey in an AutoCAD format.

The Town is to ensure access to the project site.

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be at an agreeable timeframe between the Town and Pare. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

BASIS OF COMPENSATION

The Town of Cumberland shall pay Pare Corporation for Basic Services rendered as described above:

TASK 101: 75% Design Submission	\$14,350.00
TASK 102: RIDEM Permitting	\$ 5,000.00
TASK 103: Final Design Development	\$12,750.00
TASK 104: Bidding Phase	\$ 4,440.00
TOTAL	\$ 36,500.00



Mayor Jeffrey Mutter

(6)

January 22, 2020

In addition to payments provided for as above, unless and as otherwise provided for in this Proposal and Agreement for Professional Services, the Town of Cumberland shall pay Pare Corporation the actual costs of reimbursable expenses incurred and in accordance with the attached Schedule of Fees.

The Town of Cumberland shall pay Pare Corporation the actual cost (plus 10 percent) of services and reimbursable expenses billed to Pare Corporation by special consultants for the Outside Services rendered as described above.

Pare Corporation reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.

This represents our best judgement at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this Proposal is based change, an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval nor will we be required to work beyond the approved budget.

ADDITIONAL SERVICES

Services required by the Town of Cumberland which are not part of the Scope of Services as described above shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare if requested in writing by the Town of Cumberland. The Town of Cumberland shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by the Town of Cumberland.

Oral directives by the Town of Cumberland authorizing Additional Services will be confirmed in writing by Pare. The Town of Cumberland shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to subsequent to completion of authorized Additional Services.

As stated above, this letter constitutes our Proposal for Professional Services in connection with this Project. Should you accept this Proposal, we will enter into a separate form of agreement that will supersede this Proposal and constitute the final, complete and integrated agreement between us.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,


John P. Shevlin, P.E.
Senior Vice President

JPS/ks
Enclosures

Schedule of Fees dated January 22, 2020

SCHEDULE OF FEES

For Proposal for Services, dated January 22, 2020
(Pare Proposal No. TP579.19A)

LABOR:

Engineer I	\$ 110.00/Hour
Engineer II	\$ 125.00/Hour
Project Engineer	\$ 150.00/Hour
Senior Project Engineer	\$ 175.00/Hour
Managing Engineer	\$ 190.00/Hour
Principals & Officers	\$ 225.00/Hour
Environmental Scientist	\$ 95.00/Hour
Senior Environmental Scientist	\$ 120.00/Hour
Principal Environmental Scientist	\$ 155.00/Hour
Resident Project Representative	\$ 100.00/Hour
Senior Resident Project Representative	\$ 125.00/Hour
CADD Operator	\$ 100.00/Hour
Senior CADD Operator/Designer	\$ 115.00/Hour
Engineering Technician	\$ 100.00/Hour
Senior Engineering Technician	\$ 115.00/Hour
Clerical/Office Personnel	\$ 75.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.575/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates.

Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.



GRANT AGREEMENT

between the

State of Rhode Island and Providence Plantations
Department of Environmental Management
Division of Planning and Development
235 Promenade Street
Providence, Rhode Island 02908

and

Town of Cumberland
45 Broad St.
Cumberland, Rhode Island 02864

In the Amount of:

\$300,000.00
RICAP 7074114

For the Period of:

August 15, 2019 – December 31, 2020

For the Purpose of

Capital Improvements to Diamond Hill Town Park

GRANT AGREEMENT

This Grant Agreement (hereinafter "Agreement") is made and entered into by and between the Town of Cumberland, a Rhode Island municipality, located at 45 Broad Street, Cumberland, Rhode Island 02864 (hereinafter "Grantee") and the State of Rhode Island, Department of Environmental Management, located at 235 Promenade Street, Rhode Island 02908 (hereinafter "DEM") (collectively the "Parties").

WHEREAS, DEM has awarded Grantee a grant to make capital improvements to Diamond Hill town park (hereinafter "Project") as described in the Scope of Work attached as Exhibit A.

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 enter into this Agreement, on the terms and conditions contained herein:

PARAGRAPH 1: TERM OF AGREEMENT:

The term of this Agreement shall commence on August 15, 2019 and conclude on December 31, 2020, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration.

PARAGRAPH 2: PURPOSE:

The purpose of this Agreement is to conduct the work as outlined in the Scope of Work (Exhibit A).

PARAGRAPH 3: GRANTEE'S DUTIES:

Grantee shall perform the Project as set forth in the Scope of Work and Budget (Exhibits A and B). In its performance under this Agreement and when utilizing funds received from this Agreement, Grantee shall comply with all applicable federal, State, and local laws, and all applicable State regulations and policies.

Grantee shall not use funds received under this Agreement to lobby federal, State or local officials or their staff to receive additional funding or influence legislation.

Grantee shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Agreement from expenditures not attributable to this Agreement.

Upon request by DEM, Grantee shall make available all of its books, records, documents, and accounting procedures and practices relevant to this Agreement to the State for inspection and audits conducted pursuant to Paragraph 8 – State Audits.

PARAGRAPH 4: AUTHORIZED REPRESENTATIVES:

DEM's Authorized Representative: DEM's Authorized Representative for purposes of administering this Agreement is:

Megan DiPrete
Division of Planning and Development
Department of Environmental Management
235 Promenade St.
Providence, RI 02908
Phone (401) 222-4700 ext. 4307
Email: megan.diprete@dem.ri.gov

DEM's Authorized Representative has the responsibility to monitor the Grantee's performance and review each request for reimbursement and the supporting documentation submitted by the Grantee.

GRANTEE's Authorized Representative: Grantee's Authorized Representative for purposes of administering this Agreement is:

Linda Teel
Chief of Staff
Town of Cumberland
45 Broad St.
Cumberland, RI 02864
Phone (401) 728-2400 ext. 134
Email: LTeel@cumberlandri.org

If either Party selects a new Authorized Representative at any time during this Agreement, they must notify the other Party in writing.

PARAGRAPH 5: CONSIDERATION AND PAYMENT

The total cost of the work to be performed under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00). The source of funding is not subject to Federal reporting requirements.

PAYMENT METHOD: DEM will not pay Grantee any expenditures incurred before the start of the performance period or after the termination date of this Agreement as set forth in Paragraph 1. All documented costs, expenditures and invoices shall be consistent with the Scope of Work and Budget.

All payments shall be on a reimbursement basis and made in accordance with procedures established by the DEM and the Rhode Island State Controller. Payment to Grantee by DEM shall not be more frequent than monthly, requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable within a month of the termination date of this Agreement.

LIMIT OF PAYMENTS: In no event shall the total obligation of DEM for all payments and reimbursements to Grantee under this Agreement exceed the Project Budget.

PARAGRAPH 6: ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS

ASSIGNMENT: Grantee may neither assign nor transfer any rights or obligations under this Agreement.

AMENDMENTS: Any amendment to this Agreement must be in writing and approved by DEM and shall not be effective until it has been executed by the Parties.

WAIVER: If DEM fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

MODIFICATIONS: The Parties agree that no modification of this Agreement may be made except pursuant to a written agreement signed by the Parties.

PARAGRAPH 7: INDEMNIFICATION

Grantee shall indemnify, save, and hold DEM, its agents, and employees harmless from any claims or causes of action arising from the performance of this Agreement by Grantee or the Grantee's agents or employees.

During and as a result of any projects and activities that are conducted by Grantee on property owned or managed by DEM, Grantee hereby agrees that it shall indemnify and hold harmless DEM for all loss, damage and injury, including bodily injury and death, caused by the negligence or willful act or omission of Grantee its agents, employees, invitees, volunteers and all others pursuant to this Agreement.

PARAGRAPH 8: STATE AUDITS

DEM and its authorized representatives shall have the right to audit, examine and make copies of all financial and related records relating to this Agreement. Grantee shall cooperate with any state or federal audit with regard to this Agreement and shall maintain complete and accurate accounting records pertaining to this Agreement for a period of seven (7) years after this Agreement has closed.

PARAGRAPH 9: WORKERS' COMPENSATION

Grantee certifies that it is in compliance with State laws relating to workers' compensation coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

PARAGRAPH 10: PUBLIC RECORDS

All records possessed by DEM in connection with this Agreement are subject to the Rhode Island Access to Public Records Act (hereinafter "APRA"), R.I. Gen. Law § 38-2-1, et seq. In no event shall DEM be liable to Grantee for releasing to the public any records relating to this Agreement that DEM determines should or must be released in accordance with APRA.

PARAGRAPH 11: GOVERNING LAW

This Agreement and performance hereunder shall be construed under the laws of the State of Rhode Island.

PARAGRAPH 12: TERMINATION

DEM may terminate this Agreement without notice in the event of material breach of contract by Grantee.

In the event that the amount of any available or appropriated funds provided for the purpose of this Agreement shall be reduced, terminated, or not continued at an aggregate level sufficient for this Agreement, DEM shall notify the Grantee of such reduction of funds and the DEM shall be entitled to reduce its commitment accordingly, but shall be obligated for payments due to Grantee up to the time of such notice.

Both Parties have the right to terminate this Agreement upon sixty (60) days' written notice to the other Party. In such event, the Agreement shall be equitably adjusted to compensate for work satisfactorily completed. In the event that funding to DEM for this purpose is reduced or eliminated, DEM shall reduce its obligation accordingly and notify Grantee in writing.

PARAGRAPH 13: ASSURANCES:

This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

PARAGRAPH 14: 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.

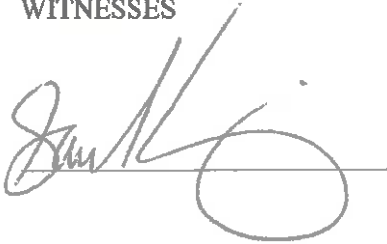
PARAGRAPH 15: ATTACHMENTS

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

- Exhibit A – Scope of Work
- Exhibit B – Project Budget

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


WITNESSES



WITNESSES



TOWN OF CUMBERLAND, RHODE ISLAND

By:  _____
Jeffrey Mutter, Mayor Date 8/30/19

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

By:  _____
Janet Coit, Director Date 9/10/19

STATE OF RHODE ISLAND
COUNTY OF Providence

In the Town/City of Cumberland in said County and State, on the 30th day of August in year 2019, before me personally appeared JEFFREY MUTTER, MAYOR of the TOWN OF CUMBERLAND, RI, to me known and known by me to the party executing the foregoing instrument for and on behalf of TOWN OF CUMBERLAND, and she/he acknowledged said instrument by her/him executed to be her/his free act in her/his capacity as aforesaid, and the free act and deed of the TOWN OF CUMBERLAND.

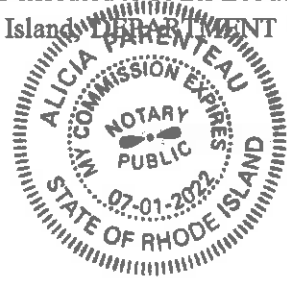
Janice Spagnoli McCormick
Notary Public

JANICE SPAGNOLI MCCORMICK
Notary Public, State of Rhode Island
No. 16037
Commission Expires August 27, 2021

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 10th day of Sept, in year 2019, 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.

Alicia Parenteau
Notary Public



CERTIFICATE OF AUTHORITY (Municipality)

I, Sandra Giovanelli, certify that I am the Town Clerk of the Town of Cumberland, 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 Jeffrey Mutter 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 30th day of August, 2019.

SIGNED: Sandra Giovanelli
Sandra Giovanelli, Town Clerk

EXHIBIT A - SCOPE OF WORK

Phase I Restroom Facilities	
Survey	Utilities
Site Work & Grading	Deck & Trellis (500 x 85)
Landscape	3 Modular 9x14 bathroom structures
Green Infrastructure	Design, Engineering, Permitting
Phase II Diamond Hill Entry/Exit Road	
Survey, RIDOT Permit	Green Infrastructure
Tree Removal	Lighting
Draining Work / Prelim. Site Work	Signage
Landscaping	Design, Engineering, Permitting
Phase III Paved Parking Lot, Site Amenities	
Survey	Landscaping
Permitting (DEM)	Green Infrastructure
Drainage; Parking/Site work	Lighting
Grading / Layout / Curbing / Parking	Signage
	Design, Engineering, Permitting
Phase IV/V "Ski Lodge" & Overlook Deck	
Pavilion (incl. bathrooms, prep kitchen, function hall, office, etc.)	
Entry Court	Utility Upgrades
Design, Engineering, Permitting	
Deck / Arbor (4,000 square feet)	
Phase VI Multi-Use Gathering Lawn	
Final Drainage	
Pathways, Benches, Signage	
Reinforced Turf / Lawn area	
Design, Permitting, Engineering	

EXHIBIT B - PROJECT BUDGET

SCOPE OF WORK:

Phase I of redevelopment of Diamond Hill Park: Restroom Facilities

BUDGET

The following deliverables, as described in the Scope of Work, are required to be submitted and are subject to DEM approval prior to final reimbursement.

SCHEDULE OF PAYMENTS AND PROJECT MILESTONES by GRANTEE				
Item	Deliverables	Total Cost	Grant Amount	Match Amount
PH I	Restroom Facilities	\$ 300,000	\$ 300,000	\$ n/a
PH II	Diamond Hill Entry/Exit Road	\$ 474,300	\$	\$
PH III	Paved Parking Lot/Amenities	\$ 599,200	\$	\$
PH IV/V	Ski Lodge and Overlook Deck	\$ 2,688,000	\$	\$
PH VI	Multi-Use Gathering Lawn	\$ 419,000	\$	\$
	Totals	\$ 4,480,500	\$ 300,000	\$ n/a



Town of Cumberland Routing Sheet for Legislation to Appear Before the Cumberland Town Council

Ordinance Resolution Relating to: AUTHORIZING AND EMPOWERING MAYOR JEFFREY MUTTER TO ENTER INTO A CONTRACT WITH PARE CORPORATION IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500).

Author of Legislation: Kelley Morris Salvatore, Town Solicitor / Jeffrey J. Mutter, Mayor
Department: Solicitor's Office / Mayor's Office

(1) This legislation has been approved, and the language is acceptable for publication, by Kelley Morris Salvatore, Town Solicitor

Signed: Kelley M Salvatore Date and Time: 1/28/2020 @ 4pm

Please send an electronic copy of this legislation to Celeste Beauparlant-Legal Assistant Solicitor's Office when complete: cbeauparlant@cumberlandri.org & sgiovanelli@cumberlandri.org

(2) This legislation and all attached information, specifically all proposed funding sources, has been approved by Raymond Chauvin of the Town Finance Department, certifying that all financial notes and other financial documentation has been attached.

Check if no Fiscal Note is required.

Signed: [Signature] Date and Time: 1/31/2020 8:15AM

(3) This legislation has been approved by Jeff Mutter of the Mayor's Office.

Signed: [Signature] Date and Time: 1/31/2020 9:55AM
Mayor Jeffrey J. Mutter

This legislation has been accepted for placement on the Town Council Agenda for the meeting to be held on January 5, 2020 by S. Guarelli of the Town Clerk's Office. This authorization confirms that all four copies of the necessary document, including a copy in an electronic format, has been attached and signed by the designated department and has been received prior to the designated 3:30 p.m. deadline.

The Town Clerk's Office will issue a Legislation number.

Signed: S. Guarelli Date and Time: 1/31/2020 10:10am

This routing sheet must be completed in the order detailed above to ensure complete and timely acceptance for the next scheduled Town Council Meeting.

*Should a given piece of legislation prove to be extremely time sensitive, the Mayor's signature and only the Mayor's signature below authorizes said legislation to be exempt from the necessary route described above.

Jeffrey J. Mutter, Mayor