

CITY OF EAST PROVIDENCE
 MINUTES-REGULAR COUNCIL MEETING
 TUESDAY, DECEMBER 17, 2019
 CALL TO ORDER: 6:30 P.M.
Council May Call Executive Session in Room 101
 145 TAUNTON AVENUE - CITY COUNCIL CHAMBERS
 EAST PROVIDENCE, RHODE ISLAND

City Council:

Council President, Robert Britto - Ward 1
 Council Vice-President: Bob Rodericks - At Large
 Councilwoman Anna Sousa - Ward 2
 Councilman Nate Cahoon - Ward 3
 Councilman Ricardo Mourato - Ward 4

I. CALL TO ORDER

Meeting was called to order by Council President Britto. Roll call was made. All Council members were present.

II. INVOCATION OF EXECUTIVE SESSION - FOR VOTE

The City Council of East Providence may meet in Executive Session pursuant to Rhode Island General Laws §42-46-S (a) (2) (5)

Motion to invoke Executive Session made by Councilwoman Sousa. Motion seconded by Council Vice President Rodericks. Motion passes unanimously.

Member	Aye	Nay
Cahoon	X	
Mourato	X	
Rodericks	X	
Sousa	X	
Britto	X	

a) Claims – FOR VOTE

Rhode Island General Laws §42-46-S (a) (2)

Edward L. Eacueo

The minutes are sealed on this topic.

b) Property on Beach Point Drive - Discussion and approval of Purchase & Sale Agreement

Map 513, Block 59, Parcel 1

Approximately 3,566 square feet

The minutes are sealed on this topic.

III. OPEN SESSION 

a) Motion to seal the minutes from Executive Session – FOR VOTE

Councilman Cahoon made the motion to seal the minutes from Executive Session. Motion seconded by Council Vice President Rodericks.

Member	Aye	Nay
Cahoon	X	
Mourato	X	
Rodericks	X	
Sousa	X	
Britto	X	

IV. PLEDGE OF ALLEGIANCE

Led by Council President Britto.

VII. APPROVAL OF CONSENT CALENDAR - FOR VOTE 

All items under, "Consent Calendar" are considered to be of a routine and noncontroversial nature by the City Council and will be enacted by one motion. There will be no separate discussion on the items unless a Council members so requests, in which event the item will be removed from said Consent Calendar and will be considered in its normal sequence in the docket.

a) TAX ABATEMENTS

2019	\$4,649.97
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b) COUNCIL JOURNALS

December 3, 2019 – Regular Session

Motion to approve made by Council Vice President Rodericks. Motion seconded by Councilwoman Sousa.

Member	Aye	Nay	Abstain
Cahoon	X		
Mourato	X		
Rodericks	X		
Sousa	X		

Britto	X		
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VIII. Presentation – Arcadis Strategic Assessment of Wasterwater Operating Contract and Wholesale Services 

There was an attachment that was the presentation that will be included with the minutes on file in the City Archives Council Journal folder. Discussion was had with the Council and the presenters, (Jennifer Lachmayr and Amy Anderson). The Mayor did speak with the Council after to address the RFP process and what that would look like to manage the process. The Mayor also mentioned that we would also need people like Arcadis to help with the transition if we were going to regain the autonomy for the wastewater project. Councilman Mourato mentioned that moving forward this should be done publicly and not in Special Session so the public would know. Council Vice President Rodericks and Councilman Cahoon had a few questions for the presenters surrounding the management of the wastewater operations moving forward. The bonds for this project were 20 year bonds, as Director of DPW, Steve Coutu mentioned.

PUBLIC COMMENT 

All persons wishing to make public comment shall sign a public comment sheet stating their name, address and the subject of their docket related item to speak on. This sheet shall be available on a desk at the entrance of the City Hall Chambers no later than forty five (45) minutes before the call to order of any regularly scheduled council meeting and shall be delivered by the City Clerk to the presiding officer no earlier than five (5) minutes before the call to order of the meeting. Each speaker will be limited to three (3) minutes. The order of the speakers will be on a first come, first serve basis and the maximum time for public comment shall be limited to thirty (30) minutes per meeting.

- Rita Falaguerra – Grassy Plain Playground – spoke*
- Olivia Gomes – Grassy Plain Playground – signed up, but declined to speak*
- Lynn Klar – Grassy Plain Playground – spoke*
- Susan Dunnington – Warren Avenue Congestion – spoke*
- Steven Donahue – Grassy Plains Playground – spoke*
- Tim McCauliff – Grassy Plains Playground – spoke*
- Mike Javery – Grassy Plain Playground – not present*
- Denise Morel – Grassy Plains Playground –spoke*
- Brian Dwiggins – Power Drop Proposal – spoke*

Councilman Cahoon asked Councilman Mourato if he could be included in these meetings, as he grew up in that park and would like to be a part of the process. Council Vice President Rodericks made mentioned that he would like to be a part of this process as well, as the At Large Councilman and having history of the playground as well.

IX. LICENSING AND EVENT APPROVALS

a) LICENSING REQUIRING PUBLIC HEARING - FOR VOTE

1. BVL - Papa Gino's
80 Highland Avenue, 02914
All paperwork has been turned in by the City Clerk. Representative was present from Papa Gino's. No one had questions regarding this license.
Motion to approve by Councilwoman Sousa.
Motion seconded by Council Vice President Rodericks.
Public hearing offered. No one exercised the right to speak on this licensing item.
Motion passes 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

X. MAYORAL APPOINTMENTS REQUIRING COUNCIL APPROVAL 

- a) **John Braga – Zoning Board - FOR VOTE**
Replacing the unexpired term of Antonio Cunha
Term: 12/18/2019-05/16/2022
Policy Director, Marc Furtado presented to the Council. Motion to approve by Cahoon.
Motion seconded by Councilwoman Sousa. Motion passes unanimously.

Member	Aye	Nay
Cahoon	X	
Mourato	X	
Rodericks	X	
Sousa	X	
Britto	X	

X. COUNCIL COMMUNICATIONS – DISCUSSION ONLY 

- a) **Discussion on Juvenile Hearing Board – appointments and updates**
Council Vice President Rodericks
Council Vice President Rodericks mentioned that there is a skeleton crew on this particular board. There is some clarification needed regarding the appointing authority. Policy Director, Marc Furtado, states that a majority of the seats are Council appointments. There are a number of vacancies. Mr. Furtado stated he doesn't know why, but it does state that they have to be filled in October. He did mention that even though terms have expired, but they still need/can serve until their seat has been filled.
Solicitor Marcello stated that Assistant Solicitor Conley gave an oral legal opinion stating that all the appointments given in the charter

are mayoral appointments. Solicitor Marcello has asked Assistant Solicitor Conley to provide a written legal opinion, so he can look at it and agree or disagree with it.
Solicitor Marcello concurred with Mr. Furtado that the board is currently constituted to serve until another is appointed, unless they don't want to serve anymore.

b) Discussion on 3D Pedestrian Walkways and Speedbumps

Council President Britto

Council President Britto mentioned this option to help decrease speeding and he will continue to fight to combat this problem. He suggested to look online about this option online, which was brought to him by a constituent. Council President Britto mentioned that this is something worth looking into.

XI. NEW BUSINESS 

a) APPROVAL OF FINAL [CONTRACT](#) – LIBERTY ROOFING FOR AWARD OF BID IN THE AMOUNT OF \$372,000
FOR VOTE

Council President Britto requested to the City Solicitor that moving forward that a Councilperson sponsor items like this.
Motion to approve the final contract made by Council Vice President Rodericks
Motion to second made by Councilman Cahoon
Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

b) APPROVAL OF FINAL [CONTRACT](#) – COMMERCIAL ELECTRIC FOR THE AWARD OF BID IN THE AMOUNT OF \$95,665
FOR VOTE

Motion to approve made by Councilman Cahoon.
Motion seconded by Councilwoman Sousa.
Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

XII. CONTINUED BUSINESS 

a) Approved Capital Improvement [Projects](#) for the 2019-200 budget year

Council President Britto

Council President Britto asked if anyone had any questions regarding this item. No one had any questions, as they received clarification from the Finance Director, Malcolm Moore.

Councilwoman Sousa mentioned that she did not see the Townie Pride Park or the Dog Park that they approved. Council President Britto agreed that he did not see them.

Policy Director, Marc Furtado approached the podium to address the Council and told them that the projects were not approved, only the money was approved.

Finance Director, Malcolm Moore stated on the 9th or the 10th was the next to last hearing and said the Council had requested that those additional items go on and at the next meeting but they had to be approved at the next meeting. And at the next meeting because of the time constraints, they (the Council) said they would just go with original amount was \$3.69 million. Because with the additional items, Mr. Moore stated that was an extra \$150, 000.

Councilman Mourato stated he remembered that they had discussion on those two items at a meeting after that and mentioned those two items and it was very clear that those two items were to be included in the Capital Improvement Project: \$75,000 for the Townie Freedom and \$6,000 for the Dog Park.

Mr. Moore stated that he would go back and give a brief memo on that. He said that the Council agreed to put them on at the next public hearing. He stated of the \$3.69 million there are items that have been approved and items that haven't been approved.

He stated that the Council has about \$1.4 million to be allocated.

Councilwoman Sousa said these few items were clear that we were moving forward and the rest would be taken care of on a case by case basis.

Council President Britto asked if this was written in stone, because he thought it was perfectly clear but at some point we're going to have to squeeze this in.

The Clerk stated that she would revisit the minutes and get back to the Council.

Regarding the Cardiac Monitors, they Council stated that they voted on the \$80,000 stated by Councilman Mourato.

Council President Britto stated that he didn't want to use the entire amount proposed for the Capital Improvement Fund. He would like to have something left over if the economy is not going to continue in the direction it currently is going.

The City Clerk stated that she will transcribe that portion of the meeting that is being referenced and submit it to the Council.

Councilman Cahoon stated he would like to see some kind of project management software instead of an Excel spreadsheet or trying to refer back to the minutes. It would provide a site picture of what the budget looks like.

Council President Britto agreed.

Councilwoman Sousa asked if there was a certified budget yet. The City Clerk stated that she had not seen one yet. Solicitor Marcello stated that Patricia Resende, Communication Director in the Mayor's office was working on it. Council President requested the Solicitor to have this available by the next Council meeting. Solicitor Marcello said he would pass that message along.

b) Discussion on Remaining Capital [Projects](#) as proposed for the 2019-2020 budget year

Questions regarding projects that have balances that the City is not using, or projects that don't exist anymore. He used Project Dare was an example. Council Vice President mentioned special revenue accounts. Solicitor Marcello asked for clarification. Council Vice President mentioned that Project Dare hasn't been in place for at least ten years.

Finance Director, Mr. Moore said this is the first he heard of this, but he can look into it. He did mention that sometimes it will be set up and it will get blended in and they use it for more than one thing. Another example, Senior Center donation – was that a one time compilation? Mr. Moore stated that the Senior Center Director is trying to set a 501 c3 for this amount. The biggest one is the Sabin Point Volkswagen Settlement. The original amount is still the balance as of October 31, 2019. Mr. Moore said he would need to speak to Mr. Fazioli. Finally, Library Donation Fund of \$144,000 balance as of October 31, 2019. Council Vice President stated that he would send the information to Mr. Moore again.

XIII. ORDINANCES

a) FIRST PASSAGE – FOR VOTE

1. AN **ORDINANCE** IN AMENDMENT OF CHAPTER 8 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED “LICENSES AND BUSINESS REGULATIONS”

Sponsored by: Council President Britto and Councilman Mourato

Full ordinance on Clerkbase, under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Councilman Mourato mentioned that this ordinance is to mirror the state statute that changed recently. Solicitor Marcello expanded stated the State Department of Business Regulations said that every city and town has to adopt an ordinance that regulates Food Trucks consistent of the act. The biggest change is the license fee from \$150.00 to \$75.00. City can regulate the time, manner and place where they can sell their food. This was drafted by Assistant Solicitor Conley.

Motion to approve for first passage by Councilwoman Sousa.

Motion seconded by Council Vice President Rodericks.

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

b) SECOND AND FINAL PASSAGE - FOR VOTE (PUBLIC HEARING)

1. AN **ORDINANCE** IN AMENDMENT OF CHAPTER 3 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED “ANIMALS” Section 3-41

Sponsored by: Council President Britto

Full ordinance on Clerkbase, under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

This item was a Public Hearing. This was done to be in alignment with the state regulations. Council President offered the opportunity to speak on this item. Public Hearing was closed when no one exercised the right to speak on this item.

Council Vice President Rodericks made the motion to approve.

Councilwoman Sousa seconded the motion.

Motion passed unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

XIV. REPORTS OF OTHER CITY OFFICIALS

a) Mayor Communications to Council

1. Lottery Housing Drawing Result for 47 Payette Street, East Providence
2. Riverside Square Revitalization Update – Presented by David Bachrach
Master Architect Plan shared with the Council by Mr. Bachrach for Riverside Square. This project is to slow down people on the bike path and create a curiosity on the square and stop. Pollinator gardens using native species, hardscape services for events, electrical drop will feed an electrical conduit running up the entire east side of the bike path, running underground but have receptacles allowing power along the bike path. This would accommodate the tree lighting. Also, lights over the bike path and over Bullocks Point and Lincoln Avenue. There will be RFPs. There will be public artwork, (sculptures) that will be staged along the bike path. There is a focus on micro enterprise loan program to enhance small business, like Borealis, to increase commercial activity of the square. The implementation is going to happen Spring 2020. Procurement of landscape contractors will happen over the winter. Procurement of the sculptures will happen during the winter as well.
Councilman Mourato questioned the safety of an electrical receptacle sticking out of the ground. Mr. Bachrach stated that it would be, as it would be monitored by the City.
3. **Financing** for the new East Providence High School, including a memo from Hilltop Securities to Mayor DaSilva

b) City Solicitor, Mike Marcello - Claims Committee Report

c) City Clerk, Samantha Burnett - Approval of 2020 Meeting Dates for East Providence City Council – FOR VOTE

All Meetings will be located at: City Hall, Council Chambers

Time: 6:30 p.m. – Executive Session and 7:00 p.m. Open Session

- January 7th
- January 21st
- February 4th
- February 18th
- March 3rd
- March 17th (St. Patrick’s Day)
- April 7th
- April 21st
- May 5th
- May 19th
- June 2nd
- June 16th
- July 7th
- August 4th
- September 1st
- September 22nd
- October 6th
- October 20th
- November 3rd (Presidential Elections) – City Clerk with check with the School Department to change to November 4 or November 10th
- November 17th
- December 1st
- December 15th

Councilwoman Sousa stated that the first Tuesday in September is the September 1st. Correction made by the City Clerk, Samantha Burnett.

Councilman Cahoon asked if the start of the Executive Session to 7:00 p.m. and start of the regular meeting for 7:30 p.m. Council agreed to the new time.

Motion to approve calendar as amended made by Councilman Cahoon.

Motion seconded by Councilwoman Sousa and reiterated the schedule to reflect above.

Motion passes unanimously, 4-0, with Councilman Mourato absent for this vote.

Member	Aye	Nay
Cahoon	x	
Mourato		
Rodericks	x	
Sousa	x	
Britto	x	

XV. RESOLUTIONS - FOR VOTE 

a) **RESOLUTION** AUTHORIZING THE MAYOR TO PROVIDE FUNDING DUE TO THE EAST PROVIDENCE SCHOOL DEPARTMENT

Sponsored by: Councilman Cahoon

For full resolution on Clerkbases under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Councilman Cahoon addressed and introduced the nature of the resolution to the Council.

Motion to approve made by Councilman Cahoon

Motion seconded by Council Vice President Rodericks

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

b) **RESOLUTION** AUTHORIZING THE MAYOR TO PAY INVOICES FOR PRECONSTRUCTION EXPENSES FOR THE NEW EAST PROVIDENCE HIGH SCHOOL

Sponsored by: Councilman Cahoon

For full resolution on Clerkbases under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Councilman Cahoon introduced the resolution to the Council. 2,239, 848.68. Includes invoices to pay the architect, building company and the OPM and the engineering company. To date, with payment of the invoices total paid to date is: \$15,313,780. Project is still on schedule.

Motion to approve made by Councilwoman Sousa

Motion seconded by Councilman Mourato

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

c) **RESOLUTION** AUTHORIZING THE MAYOR TO CONVEY PROPERTY LOCATED ON BEACH POINT DRIVE

Sponsored by: Council Vice President Rodericks

For full resolution on Clerkbases under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Council Vice President Rodericks stated this will be done by a Quit Claim Deed. It is an overgrown patch of land that people are dropping trash at. The abutting neighbors agreed to an amount of \$6,500 to the City for purchase of the land, which will go into the General Fund. This has been discussed in Executive Session twice.

Motion to approve by Council Vice President Rodericks

Motion seconded by Councilwoman Sousa

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

d) **RESOLUTION** AUTHORIZING THE MAYOR TO ALLOCATE FUNDS TO PAY FOR THE WIRE DROP/ELECTRICAL PROJECT IN RIVERSIDE SQUARE

Sponsored by: Councilman Mourato

For full resolution on Clerkbases under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Motion to approve as the resolution is written by Councilman Mourato

Motion seconded by Councilman Cahoon.

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

e) **RESOLUTION** AUTHORIZING THE GRANTING OF AN EASEMENT TO TIE INTO THE CITY'S PUBLIC SEWER SYSTEM

Sponsored by: Councilwoman Sousa and Council Vice President Rodericks

For full resolution on Clerkbases under 12/17/2019 agenda:

<https://clerkshq.com/EastProvidence-ri>

Councilwoman Sousa requested the City Engineer to be a part of this conversation. Elwood Dodge is asking to tie into our sewer line. IT would go through the vocational school building and the school. They would be responsible for all the work, pipe, manholes, etc. and will be done rapidly, while the students are on break, according to the City Engineer.

Plans have been looked at, both parties are fine with what has been laid out. It is a couple hours labor job.

Council Vice President Rodericks said this is a win/win for the City and the business.

Motion to approve by Councilwoman Sousa

Motion to approve by Councilman Mourato

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

XVI. Reconvene In Executive Session (if necessary) to Complete Items

XVII. ADJOURNMENT - FOR VOTE 

Council Vice President Rodericks made the motion to adjourn

Councilman Cahoon seconded the motion

Motion passes unanimously, 5-0.

Meeting adjourned.

Member	Aye	Nay

Cahoon	x	
Mourato	x	
Rodericks	x	
Sousa	x	
Britto	x	

If communication assistance is needed or any other accommodations to ensure equal participation, please contact the City Clerk, Samantha Burnett at 401.435.7596

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MEMORANDUM

TO: HONORABLE CITY COUNCIL

FROM: ASSESSOR

DATE: December 11, 2019

SUBJECT: Cancellation/ abatements

YEAR		AMOUNT
2019		4,649.97
TOTAL		<u>\$4,649.97</u>

R-04-0945-00	2019 RP Tax Roll	DARLING DEVELOPMENT CORP 1105 FALL RIVER AVE SEEKONK MA 02771	812-03-001-00 at 30 ARGYLE AVE	APPEAL GRANTED REDUCED VALUE OF TENNIS COURT	\$531.79
R-04-7990-30	2019 RP Tax Roll	DUTRA, ALFRED C III & BRENDA A 146 PAVILION AVE RUMFORD RI 02916	503-07-012-00 at 146 PAVILION AVE	APPEAL GRANTED	\$170.69
R-07-0249-22	2019 RP Tax Roll	GAGNON, THOMAS R & SUSAN D 95 KNOWLTON ST RIVERSIDE RI 02915	312-65-011-00 at 95 KNOWLTON ST	APPEAL GRANTED	\$357.06
R-13-5814-45	2019 RP Tax Roll	MILLER, KEVIN G & JANET B-TRS MILLER LIVING TRUST 35 BRIDGHAM FARM RD RUMFORD RI 02916	603-04-029-00 at 35 BRIDGHAM FARM...	APPEAL GRANTED	\$1,839.28
R-19-1415-80	2019 RP Tax Roll	SEABERRY, JAMES J & HORTON... LORA LEE A 11 BLUFF ST RIVERSIDE RI 02915	312-33-009-00 at 11 BLUFF ST	APPEAL GRANTED	\$306.56
R-19-3667-80	2019 RP Tax Roll	SLUSARSKI, SCOTT 397 BULLOCKS PT AVE RIVERSIDE RI 02915	312-52-004-00 at 397 BULLOCKS PT...	APPEAL GRANTED	\$303.06
R-20-0720-00	2019 RP Tax Roll	TARDIFF, KRISTIN M & KATHRINE 199 BURGESS AVE E PROVIDENCE RI 02914	017-09-005-00 at 199 BURGESS AVE	APPEAL GRANTED	\$334.41
R-61-0188-19	2019 RP Tax Roll	SULLIVAN, JAMES A JR &... W/LIF CHADWICK, JOHN P JR &... 1375 S BROADWAY EAST PROVIDENCE RI 02914	108-01-015-00 at 1375 S BROADWAY	APPEAL GRANTED	\$311.77

R-61-1203-40	2019 RP Tax Roll	SILVERSTEIN, SHERRI B &... 1287 PAWTUCKET AVE RUMFORD RI 02916	504-03-007-00 at 1287 PAWTUCKET...	APPEAL GRANTED	\$241.10
R-61-1219-81	2019 RP Tax Roll	MEDEIROS, BRENTON L 60 WOODLAND AVE EAST PROVIDENCE RI 02914	307-14-003-10 at 60 WOODLAND AVE	APPEAL GRANTED	\$254.25
Total					\$4,649.97

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF EAST PROVIDENCE, RHODE ISLAND
AND
LIBERTY ROOFING CO., INC.**

This agreement, entered into as of this day of December 2019 by and between the City of East Providence, acting by and through its Mayor (hereinafter called the ("CITY") and **LIBERTY ROOFING CO., INC.** (hereinafter called ("CONTRACTOR")).

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain technical and professional services hereafter described in connection with **ROOF REPLACEMENTS**.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The CONTRACTOR shall do, perform and carry out according to specifications set forth in **EP18/19 – 15R Roof Replacements– Two Rubber - Two Asphalt Shingle** as set forth in **EXHIBIT A, SCOPE OF SERVICES** attached to and made part of this Contract, the following services: **Professional Services for Roof Replacements– Two Rubber - Two Asphalt Shingle**.

The basic services and requirements of this agreement shall consist of and include all requirements of **Exhibits “A”, “B”, “C”, “D”, and “E”** and that all exhibits are incorporated into this contract by reference.

TIME OF PERFORMANCE

The services of the CONTRACTOR are to commence within five (5) working days after a **“NOTICE TO PROCEED”**. The work under this contract shall proceed in accordance with the **PROJECT SCHEDULE** presented as **EXHIBIT B**. The CONTRACTOR is not responsible for delays caused by State Agency or CITY review, beyond that incorporated in the Scope of Services, changes to the Scope of Services, or other delays beyond the CONTRACTOR'S control.

This contract will be amended as future phases of the overall project are defined.

COMPENSATION

Total anticipated cash and services to be used for this phase of the project are allocated as noted in the attached **EXHIBIT C, COST PROPOSAL. DAVIS-BACON WAGES APPLY**. The work will be performed on a time-charge-plus expense basis with a maximum fee not to exceed **\$372,000.00**. The CONTRACTOR agrees to complete all the work required in paragraph 1 entitled Scope of Services for said maximum fee. Compensation shall in no event exceed this amount, unless mutually agreed upon as a result of a change in the Scope of Services (per requirements of Paragraph 8 Changes and Notices).

RECORDS

The CONTRACTOR agrees to keep and maintain adequate records showing the extent and value of all expenditures, and services rendered, including any in-kind services. The CONTRACTOR also agrees to keep records where necessary to indicate compliance with the terms and conditions of this Contract and applicable state regulations.

The CONTRACTOR further agrees to give the CITY, or duly authorized representatives thereof, full access to and the right to examine directly all of the CONTRACTOR'S pertinent books, documents, papers, and records involving transactions related to the Contract for three years from the final payment under the Contract.

The CONTRACTOR shall maintain the following records: records concerning the race, sex, and ethnic origin of applicants for employment and employees directly involved in the project.

METHOD OF PAYMENT

The CITY will pay to the CONTRACTOR the amount set forth in Paragraph 3, COMPENSATION and **EXHIBIT C, COST PROPOSAL**, which will constitute full and complete compensation for the CONTRACTOR'S services hereunder.

For the services described in **EXHIBIT A, SCOPE OF SERVICES**, the CITY agrees to pay the CONTRACTOR at the salary cost of such services for employees plus the salary cost for overhead and profit, plus actual out-of-pocket expense costs, plus actual costs of work done by sub-CONTRACTOR, subject to the limitation of total cost as set forth below in the amount of **\$372,000.00.**

Salary cost is defined as the cost of salaries for time directly chargeable to the project; plus unemployment, excise, and payroll taxes; and contributions for social security, employment compensation insurance, retirement benefits, and medical and other group insurance benefits. Individuals' salaries listed in **EXHIBIT C** are current as of the date of this contract. Compensation to CONTRACTOR shall be made using actual salaries of employees at the time work is conducted; provided that the CONTRACTOR'S total costs shall not exceed the established not-to-exceed limit.

Actual out-of-pocket expense costs are all costs other than salary costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: automobile rental if required, mileage charges, parking, tolls, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project. The charges for in-house computer program usage will be at the CONTRACTOR's regular rates.

The total cost of all services described in **EXHIBIT A**, including salary costs, actual out-of-pocket expense costs, and all those fees and costs as stated on **EXHIBIT C**; shall not exceed **\$372,000.00**, unless mutually agreed upon based upon a change to **EXHIBIT A**, Scope of Services (per requirements of Paragraph 8 Changes and Notices).

The CITY shall make partial payments to CONTRACTOR monthly on the basis of actual work performed at that time.

The CONTRACTOR shall submit a request for payment specifying that the CONTRACTOR has performed the work under this Contract in conformance with the Contract and that the CONTRACTOR is entitled to receive the amount requisitioned under the terms of the Contract. Such sum will be paid subject to review and approval of the request for payment by the CITY. Payments will be made monthly by the CITY subject to receipt by the CITY of proper invoice and documentation no later than the 15th day of each month.

If the CITY objects to any portion of any invoice, the CITY shall notify the CONTRACTOR of the objection within twenty-one (21) days of receipt of the invoice, give a reason for the objection, and pay the portion of the invoice not in dispute.

Payments in dispute shall not accumulate interest charges and shall not be subject to the conditions stated above until the date of resolution.

TERMINATION OF CONTRACT FOR CAUSE

If through any cause attributable to the CONTRACTOR, the CONTRACTOR shall fail to fulfill in a timely and proper manner the CONTRACTOR'S obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, reproducible copies of all finished or unfinished documents, data, studies, and reports prepared by the CONTRACTOR under this Contract shall become property of the CITY and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding, any other provision of this Agreement, all of CONTRACTOR'S pre-existing or proprietary computer programs, software, information or materials developed by CONTRACTOR outside of this Agreement shall remain the exclusive property of CONTRACTOR. The CONTRACTOR will be paid an amount for the services actually performed covered by this contract, less payments of compensation previously made.

This Agreement may be terminated by either party upon five days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

TERMINATION FOR CONVENIENCE OF CITY

The CITY may terminate this Contract at any time by five (5) days written notice. If the Contract is terminated, the CONTRACTOR will be paid for all work performed up to and including the date of termination.

CHANGES AND NOTICES

The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation and for time of performance, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract.

Changes which may also from time to time be required by Federal and State agencies shall be incorporated in written amendments to this Contract provided the tasks are within the general scope of the original agreement, and the CONTRACTOR is compensated a fair and reasonable price for the additional effort. All notices with respect to changes shall be forwarded by certified mail to **ROBERTO L. DASILVA, MAYOR**, with a copy to **STEPHEN COUTU, DIRECTOR OF PUBLIC WORKS**. Notices to the CONTRACTOR shall be forwarded by certified mail to:

**PATRICK MCKENNA
LIBERTY ROOFING CO., INC
154 WARREN AVENUE
EAST PROVIDENCE, RI 02914**

EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and shall incorporate the following requirements in any subcontracts.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be obtained from the government setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONTRACTOR shall work with the CITY'S Affirmative Action Officer in implementing the Equal Employment requirements of this contract.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer or employee of the CITY, or it's designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program(s) under which this project is funded shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The CONTRACTOR warrants that no person, agency or entity has been employed by it or retained by it to solicit or secure this agreement upon any understanding or agreement for a bonus, commission, percentage, brokerage, or contingent fee. For breach or violation of the warranty, the CITY shall have the right to cancel this agreement for cause and to recover the full amount of bonus, commission, percentage, brokerage, or contingent fee.

INSURANCE

The CONTRACTOR shall provide errors and omissions insurance in accordance with **EXHIBIT D, "BONDING AND INSURANCE REQUIREMENTS"**. In any case, the CONTRACTOR shall save, keep and hold the CITY and its officials harmless from all damages, liabilities, losses, or judgments, directly caused by the CONTRACTOR'S negligent acts or willful misconduct. Insurances where required shall be non-cancelable for the life of the project and a copy of the **Certificate of Insurance shall be attached to this Contract as EXHIBIT E.**

COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR shall comply with applicable laws, ordinances, codes and regulations of the federal, state and local governments, identify for the CITY and advise the CITY regarding all permits needed for compliance for the project to assure such compliance and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the CITY. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards, equal opportunity and other provisions of this Contract.

ADDITIONAL SERVICES

Additional services required by this Contract shall be subject to the written approval of the CITY. Additional services must be within the general scope of this original agreement, and the CONTRACTOR shall be compensated a fair and reasonable price for such additional effort.

COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR, except by written consent of the CITY.

DOCUMENTS

The CONTRACTOR will provide the CITY with reproducible copies of reports, documents, maps, photographs, and data prepared under this Contract in addition to submissions noted in **EXHIBIT A, "SCOPE OF SERVICES"**. Additional copies will be provided at the option of the CITY. The costs for additional copies will be borne by the CITY.

Any re-use of the documents by the CITY for purposes other than those expressly intended by this agreement, without the written agreement of the CONTRACTOR will be at the CITY'S sole risk, and without liability or legal exposure to the CONTRACTOR; and the CITY

shall indemnify and hold harmless the CONTRACTOR from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

CONTRACTOR RESPONSIBILITY

The standard of care applicable to the CONTRACTOR'S services will be the degree of skill and diligence normally employed by professional engineers or CONTRACTORS performing the same or similar services. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

The CONTRACTOR agrees to hold harmless and indemnify the CITY from any property damage or personal injury to any of the CONTRACTOR'S property, employees, or agents directly caused by the CONTRACTOR'S performance of its obligations under this contract.

Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services acquired under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONTRACTOR shall be and remain liable to the CITY in accordance with the applicable law, for all damages to the CITY to the extent directly caused by the CONTRACTOR'S negligent performance of any of the services furnished under this Contract.

The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

The CONTRACTOR shall designate a project team to work on these projects. In the event any of these personnel leave the CONTRACTOR'S employ, the CONTRACTOR shall replace them in a timely manner with personnel of equivalent abilities or receive CITY approval for a plan that addresses how the project schedule and quality will be maintained by the CONTRACTOR. Any delays resulting from such personnel changes shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall be responsible for the quality and technical accuracy of all services provided under this Contract to be consistent with relevant existing federal, state and local regulations.

CITY'S RESPONSIBILITIES

The CITY shall designate a representative or representatives authorized to act in the CITY'S behalf with respect to the technical aspects of the project. The CITY or such authorized representative(s) shall examine the documents submitted by the CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONTRACTOR'S services.

If the CITY becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, prompt notice thereof shall be given by the CITY to the CONTRACTOR.

The CITY shall render approvals and decisions as expeditiously as possible for the orderly progress of the CONTRACTOR'S services and of the work.

The rights and remedies of the CITY provided for under this contract are in addition to any other rights and remedies provided by law.

ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or any breach thereof, shall be decided by arbitration in accordance with the then current Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the CONTRACTOR, the CITY, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CITY

CONTRACTOR

The City of East Providence
145 Taunton Avenue
East Providence, RI 02914

Liberty Roofing Co., Inc
154 Warren Avenue
East Providence, RI 02914

By:

By:

(Signature)

(Signature)

Roberto L. DaSilva
Mayor

Patrick McKenna
President

(Date of Execution)

(Date of Execution)

EXHIBIT "A"

SCOPE OF SERVICES

PART 1 GENERAL INFORMATION FOR RUBBER ROOFS

1.01 DESCRIPTION

- A. The City East Providence has a total of four roofs that need to be replaced on City buildings. The Senior Center and Fire Station #2 each need to have a rubber roof replaced using the following specs;
- B. The project consists of installing Carlisle's Sure-Tough Adhered Roofing System as outlined below:

Apply the Fully Adhered reinforced EPDM Roofing System in conjunction with vapor barrier, polyiso insulation, and Securock cover board after tear off of the existing roof to expose the wood plank roof deck for verification of suitable substrate as specified in this specification. Edge metal must also be included in the manufacturer's Total System Warranty.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Tough 75-mil thick reinforced EPDM membrane Fully Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's Total Systems Warranty covering all components of the roofing system.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.

4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 1. Store materials between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation and underlayment products must be on pallets, off the ground and tightly covered with waterproof materials. Manufacturer's wrap does not provide sufficient waterproofing. Insulation and underlayment products that become wet or saturated are to be discarded.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 1. Areas permitted for personnel parking.
 2. Access to the site.
 3. Areas permitted for storage of materials and debris.

4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.09 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The roofing contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may shift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas **where work is in progress**. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

- C. There shall be a supervisor on the job site at all times while work is in progress.
- D. All field seams and flashing details are to be completed according to manufacturer's specifications and details by the end of each work day.

1.13 QUALITY ASSURANCE

- A. The Sure-Tough Roofing System must achieve a UL Class A.
- B. The specified roofing assembly must have been successfully tested by a qualified testing agency to resist the design uplift pressures calculated according to International Building Code (IBC) and American Society of Civil Engineers (ASCE 7) ANSI/SPRI WD-1 "Wind Design Standard Practice for Roofing Assemblies"
- C. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- D. The manufacturer must have a minimum of 20 years' experience in the manufacturing of vulcanized thermoset sheeting.
- E. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- F. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) EPDM roofing application or several similar systems of equal or greater size within one year.
- G. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- H. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- I. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to identify any needed corrective repairs that will be required for warranty issuance. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.
- J. Inspector shall be employed and trained by the manufacturer and have received product-specific training from the manufacturer of the products.

- K. The Sure-Tough EPDM Membrane exceeds 35,320 kJ/m² under Xenon-Arc UV Light testing used for testing “Resistance to Outdoor (Ultraviolet) Weathering.” (ASTM D 4637 Specification requires a 7560 kJ/m² minimum total radiant exposure at 70 W/m² irradiance at 176°F black panel temperature to pass.) The membrane shows no visible signs of cracking or crazing.
- L. Sure-Seal, Sure-White, or Sure-Tough EPDM Membranes achieves a zero (no growth) rating in the ASTM G21 test for fungi growth.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle’s EPDM Roofing System specification for General Job Site Considerations.

- A. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer’s recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer’s requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be permitted to come in direct contact with the roofing membrane. An overlay of Epichlorhydrin membrane must be adhered around units which have the potential to emit solvents, grease or oil.

1.15 WARRANTY

- A. Provide manufacturer's 20 year Total System Warranty covering both labor and all materials with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Warranty shall also cover leaks caused by accidental punctures: 32 man-hours per year for 75-mil Sure-Tough membranes.
- C. Pro-rated System Warranties shall not be accepted.

1.16 DISCLAIMER

Beacon and/or Carlisle are not architects or structural engineers and therefore it is not the intent herein to describe all the details for roofing and flashing. The roofing contractor shall assure itself that it has been provided with all information and details required by the membrane manufacturer or project conditions to achieve a complete watertight installation regardless of whether or not such information or details are expressly specified herein. The roofing contractor shall provide immediate notice to the owner in the event that the roofing contractor determines that additional information, details or drawings are necessary to achieve a complete water tight installation. All work shall be performed by the roofing contractor in accordance with local, state and federal law, codes and regulation. Owner shall accept responsibility for adequacy of the design and the conformance of the design with all local, state, federal laws, codes, and regulations including any air barrier requirements. To the extent applicable, owner accepts responsibility for any identification, analysis, removal and disposal of asbestos containing material, including specification language for such. Owner accepts responsibility for determining overflow scupper requirements and detailing, any structural deck issues, existing moisture analysis, and R value code compliance.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec or accepted by Carlisle SynTec as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.
- C. Manufacturer of roof membrane shall also manufacture all polymeric components for the roofing system, including, but limited to, membrane, adhesives, primers, flashings, caulks and tapes.

2.02 MEMBRANE

Furnish Sure-Tough 75-mil thick reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible with 3" or 6" Factory-Applied Tape (FAT). The

membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The cover board shall be mechanically fastened through to the roof deck in accordance with the manufacturer's published specifications.
- B. Insulation shall be polyisocyanurate as supplied by Carlisle SynTec. Minimum R-value required is R-30.
 - 1. **Carlisle Insulbase Polyisocyanurate** – A foam core insulation board covered on both sides with a medium weight fiber-reinforced felt facer meeting ASTM C 1289-06, Type II, Class 1, Grade 2 (20 psi) or Grade 3 (25 psi). The product is available in 4' x 8' standard size with a thickness from 1 to 4 inches. 4' x 4' tapered panels are also available.
 - 2. **Securock Cover Board** – A uniform composition of fiber-reinforced with no facer for use as a cover board or a thermal barrier. Available in ¼" to 5/8" thick and 4' x 4' or 4' x 8' size boards. Long uninterrupted runs (>200') may require slight gapping due to thermal expansion. Thickness for this project shall be ½".

2.04 FASTENING COMPONENTS

To be used for mechanical attachment of insulation and to provide additional membrane securement:

A. Fasteners, Plates and Bars

- 1. **HP- Fasteners:** a threaded, #14 fastener with a #3 Philips drive used with steel and wood roof decks.
- 2. **InsulFast Fasteners:** A threaded #12 fastener with #3 Philips drive used for insulation attachment into steel or wood decks.
- 3. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Carlisle Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- 4. **Seam Fastening Plate:** a 2" diameter metal fastening plate used in conjunction with RUSS or EPDM membrane for additional membrane securement.
- 5. **Insulation Fastening Plates:** a nominal 3 inch diameter plastic or metal plate used for insulation attachment.
- 6. **Sure-Seal Pressure-Sensitive RUSS™** (Reinforced Universal Securement Strip): a 6" wide, nominal 45-mil thick clean, cured black reinforced EPDM membrane with 3" wide SecurTAPE laminated along one edge. The 6" wide Pressure-

Sensitive RUSS is used horizontally or vertically at the base of walls, curbs, etc., in conjunction with 2" diameter securement plates or bars below the EPDM deck membrane for additional membrane securement.

2.05 ADHESIVES, CLEANERS AND SEALANTS

All products shall be furnished by Carlisle and specifically formulated for the intended purpose.

- A. **EPDM x-23 Low-VOC Bonding Adhesive:** A Low-VOC (volatile organic compound) bonding adhesive (less than 250 grams/liter) used for bonding Sure-Seal/Sure-White EPDM membranes to various surfaces. Adhesive is available in 5 gallon pails.
- B. **Carlisle Weathered Membrane Cleaner:** A clear, solvent-based cleaner used to loosen and remove dirt and other contaminants from the surface of exposed EPDM membrane (for repairs, etc.) prior to applying EPDM Primer. Weathered Membrane Cleaner can also be used when applying Splicing Cement. Available in 1 and 5-gallon pails.
- C. **Sure-Seal Pressure-Sensitive SecurTAPETM (Factory Applied):** A 3" or 6" wide by 100' long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
- D. **Low-VOC EPDM Primer** - A low VOC (volatile organic compound) primer (less than 250 grams/liter) for use with SecurTape or Pressure-Sensitive products. Available in 1 gallon pails.
- E. **Lap Sealant:** A heavy-bodied material used to seal the exposed edges of a membrane splice. Available in tubes.
 - 1. Sure-Seal Lap Sealant is a black sealant for use with Sure-Seal (black) Roofing Systems.
- F. **Water Cut-Off Mastic:** A one-component, low viscosity, self-wetting, Butyl blend mastic used to achieve a compression seal between the EPDM membrane or Elastoform Flashing and applicable substrates. Available in tubes.
- G. **One-Part Pourable Sealer:** Available in black or white, a one-component, moisture curing, elastomeric polyether sealant used for attaching lightning rod bases and ground cable clips to the membrane surface and as a sealant around hard-to-flash penetrations such as clusters of pipes.
- H. **Universal Single-Ply Sealant** A one-part polyether, non-sagging sealant designed for sealing expansion joints, control joints and counter flashings. Available in white only.
- I. **CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer:** a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: bonding Sure-Weld and EPDM membranes to various surfaces, enhancing the bond between Carlisle's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying FAST Adhesive and for adhering Sure-Seal FleeceBACK and Sure-Seal EPDM membrane to vertical walls. Coverage rate is

approximately 2,000-2,500 sq. ft. per 40 lb. cylinder and 4,000-5,000 sq. ft. per 85 lb. cylinder as a primer, in a single-sided application and 750 sq. ft. per 40 lb. cylinder and 1,500 sq. ft. per 85 lb cylinder as an adhesive for vertical walls, in a double-sided application.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **General:** All metal edgings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code. All metal work is to be supplied and warranted by the manufacturer.
 - 1. **SecurEdge 2000:** a metal fascia system with an extruded aluminum anchor bar and .040" thick aluminum or 24 gauge galvanized steel fascia. Metal fascia color shall be as designated by the Owner's Representative. ANSI/SPRI ES-1 Certified. 2000 Fascia FM Approved 1-645. 2000 Extended Fascia FM Approved 1-270. 2000 Canted Fascia FM Approved 1-270.
- B. **Termination Bar:** a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Seal (black) Pressure-Sensitive Walkway Pads (with Factory-Applied Tape on the underside of the walkway) adhered to the membrane surface in conjunction with Sure-Seal Primer.

2.08 OTHER MATERIALS

- A. **Carlisle VapAir Seal 725TR Air & Vapor Barrier / Temporary Roof:** 725TR is a 40-mil composite consisting of 35-mil of self-adhering rubberized asphalt factory laminated to a 5-mil polyethylene film with an adhesion textured surface. 725TR roll dimensions are 39" x 100' and the product is applied after priming an acceptable substrate with CCW 702, 702-LV or Cav-Grip III primer.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 VAPOR RETARDERS

- A. **General:**

The use of a vapor retarder to protect insulation and reduce moisture accumulation within an insulated roofing assembly should be investigated, especially on projects with high interior humidity, such as, swimming pools, breweries, pulp mills, etc.

- B. In the generally temperate climate of the United States, during the winter months, water vapor flows upward from a heated, more humid interior toward a colder, drier exterior. Vapor retarders are more commonly required in northern climates than in southern regions, where downward vapor pressure may be expected and the roofing membrane itself becomes the vapor retarder.
- C. On cold storage/freezer facilities, the perimeter details must be selected to provide an air seal and prevent outside air from infiltrating and condensing within the roofing assembly.
- D. Consult the latest publications by ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.) and NRCA (National Roofing Contractors Association) for specific information.
- E. **VapAir Seal 725TR Installation:**
 - 1. **Surface Preparation:** Concrete shall be in place for 7 days minimum and the substrate must be dry. The surface shall have a smooth finish and be free of voids, spalled areas, sharp protrusions, loose aggregate, latence and form release agents. In the event of rain, concrete must be allowed to dry before primer is applied.
 - 2. **Primer:** Surfaces to receive Carlisle VapAir Seal 725TR Air and Vapor Barrier must be clean and dry. Prime with Cav-Grip III Primer. Apply Primer by spray, brush or with a long nap roller at the applicable coverage rate noted above. At 75° F allow primer to dry 1 hour minimum. Primer has a satisfactory cure when it will not transfer when touched. Prime only areas to be waterproofed the same day. Re-prime if area becomes dirty.
 - 3. **Application:** Apply Carlisle VapAir Seal 725TR Air and Vapor Barrier from low to high point, in a shingle fashion, so that laps will shed water. Overlap all edges at lease 2-1/2". End laps shall be staggered. Place membrane carefully so as to avoid wrinkles and fish mouths. Immediately after installation, roll with a 150 pound segmented steel roller.
 - 4. **Insulation Installation:** Ensure surface of Carlisle VapAir Seal 725TR Air and Vapor Barrier is dry prior to installing insulation. Place insulation over the surface and mechanically fasten to the roof deck in accordance with this Carlisle Specification.

3.03 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners in accordance with the manufacturer's specifications.

3.04 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions and coverage rates, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.05 MEMBRANE SPLICING

- A. Position membrane sheet to allow for required splice overlap. Mark the bottom sheets with an indelible marker approximately 1/4" to 1/2" from the top sheet edge. The pre-marked line on the membrane edge can also be used as a guide for positioning splice tape.
- B. When the membrane is contaminated with dirt, fold the top sheet back and clean the dry splice area (minimum 3" wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Sure-Seal Weathered Membrane Cleaner. When using Sure-Seal (black) PRE-KLEENED membrane, cleaning the splice area is not required unless contaminated with field dirt or other residue.
- C. Apply Low VOC EPDM Primer to splice area and permit to flash off.
- D. When adhering Factory Applied Tape (FAT), pull the poly backing from FAT beneath the top sheet and allow the top sheet to fall freely onto the exposed primed surface. Press top sheet on to the bottom sheet using firm even hand pressure across the splice towards the splice edge
- E. For end laps, apply 3" or 6" SecurTAPE to the primed membrane surface in accordance with the manufacturer's specifications. Remove the poly backing and roll the top sheet onto the mating surface.
- F. Tape splices must be a minimum of 2-1/2" wide using 3" wide SecurTAPE extending 1/8" minimum to 1/2" maximum beyond the splice edge. Field splices at roof drains must be located outside the drain sump.

Note: For projects where a 90-mil membrane OR 20-year or longer System Warranty is specified, splice enhancements are required. Refer to Carlisle Sure-Seal/Sure-White Roofing System Specifications.

- G. Immediately roll the splice using positive pressure when using a 2” wide steel roller. Roll across the splice edge, not parallel to it. When FAT is used, Carlisle’s Stand-Up Seam Roller can be used to roll parallel to the splice edge.
- H. **At all field splice intersections**, apply Lap Sealant along the edge of the membrane splice to cover the exposed SecurTAPE 2” in each direction from the splice intersection. Install Carlisle’s Pressure-Sensitive “T” Joint Covers or a 6” wide section (with rounded corners) of Sure-Seal Pressure-Sensitive Elastoform Flashing over the field splice intersection.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable. Use Pressure-Sensitive Curb Wrap when possible to flash curb units.
- B. Follow manufacturer’s typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.07 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier’s drawing.
- B. Adhere walkways pads or rubber pavers to the EPDM membrane in accordance with the manufacturer’s specifications.
- C. Note: Pavers are not recommended when the roof slope exceeds 2” in 12”

3.08 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed.
- B. Note: A temporary seal should be performed at the conclusion of daily work and use of the appropriate method will vary based on project and project conditions. Contact Carlisle for various methods that may be utilized.

3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATIONS FOR RUBBER ROOFS

PART 1 GENERAL INFORMATION FOR ASPHALT SHINGLE ROOFS

1.1 DESCRIPTION

- A. The City East Providence has a total of four roofs that need to be replaced on City buildings. The Senior Center and Fire Station #3 each need to have an asphalt shingle roof replaced using the following specs;

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection.
- C. Associated metal flashing.

1.2 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).

- I. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiber glass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance.
 - 2. ASTM D 3161 Class D / UL 997 Wind Resistance.
 - 3. ASTM D 3462.
- D. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations, and installation details, as required by project conditions indicated.

1.4 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Take special care when applying WinterGuard Shingle Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack WinterGuard in place if it does not adhere immediately to the deck.

1.6 EXTRA MATERIALS

- A. N/A

1.7 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for product(s) of this section as follows:

ASPHALT FIBER GLASS SHINGLES

1. CertainTeed Landmark Pro AR: 50-year limited warranty for multifamily, commercial, etc..
- B. Warranty Supplement: Provide manufacturer's supplemental CertainTeed "SureStart Plus" warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
1. First twenty-five (25) years.
- C. Extended Warranty Protection (can only be offered by a CertainTeed credentialed contractor): Provide SureStart PLUS protection as follows:
1. 5STAR Coverage 30 years all multifamily and commercial: material and labor costs for repair or replacement, tear off protection, disposal costs and workmanship defects (30 years).
- D. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard option for transferring warranty to a new owner.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Provide products manufactured by CertainTeed Corporation, Architectural Support Group, P.O. Box 860, Valley Forge, PA 19482. Tel: (800) 233-8990, Fax: (610) 341-7940.
- B. Substitutions: permitted, provided they meet all performance specifications and warranty terms

2.2 ASPHALT FIBER GLASS SHINGLES

A.. **CertainTeed Landmark Pro AR:** Conforming to ASTM D 3018 Type I - Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class "H" (150-mph)/UL997 Wind Resistance, and UL Class A Fire Resistance; glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; two-piece laminated shingle, algae-resistant. No substitutions are acceptable.

1. Weight: 250 pounds per square (100 square feet) (14.6 kg/sq. m).
2. Color: As selected by Architect from manufacturer's standards.

2.3 SHEET MATERIALS

- A. Eaves Protection: CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; provide material with warranty equal in duration to that of shingles being applied.
 - 1. CertainTeed WinterGuard Sand
 - 2. CertainTeed WinterGuard HT

- B. Underlayment: CertainTeed "Roofers' Select", ASTM D 6757; asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles.
 - 1. Alternate: DiamonDeck Synthetic Underlayment
 - a. Nails only

- C. Waterproofing Underlayment: CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; Use in 'low-slope' areas (below 4:12, but no less than 2:12); provide material with warranty equal in duration to that of shingles being applied.
 - 1. CertainTeed WinterGuard Sand
 - 2. CertainTeed WinterGuard HT

2.4 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A 361M; 26 gage (0.45 mm) steel with minimum G115/Z350 galvanized coating.

- B. Sheet Flashing: ASTM B 209; 0.025 inch (0.63 mm) thick aluminum, mill finish.

- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55 mm); natural finish.

- D. Bituminous Paint: Acid and alkali resistant type; black color.

- E. Tinner's Paint: Color as selected by Architect to coordinate with shingle color.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.

- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

2.6 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01700.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed prior to installing work of this section.
- D. Verify deck surfaces are dry and free of ridges, warps, or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION - EAVE ICE DAM PROTECTION

- A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches (50 mm). Secure flange with nails spaced 8 inches (200 mm) on center.
- B. Apply CertainTeed "WinterGuard" Waterproofing Shingle Underlayment as eave protection in accordance with manufacturer's instructions.
- C. Extend eave protection membrane minimum 24 inches (610 mm) up slope beyond interior face of exterior wall.

3.4 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Roof Slope Between 2:12 and 4:12: Apply one layer of "WinterGuard" over all areas not protected by WinterGuard at eaves, with ends and edges weather-lapped per application instructions. Stagger end-laps each consecutive layer. **Nail in place.**
- B. Roof Slope Between 2:12 and 4:12: Apply two layers of Roofers' Select or D4869 underlayment over areas not protected by WinterGuard at eaves, with ends and edges weather-lapped minimum 19 inches (480 mm). Stagger end laps each consecutive layer. **Nail in place.**

- C. Roof Slope 4:12 or Greater: Install one layer asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.
- D. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements with WinterGuard.

3.5 INSTALLATION - VALLEY PROTECTION

- A. For "closed-cut," "woven," and "open" valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

3.7 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.8 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01400.
- B. Visual inspection of the Work will be provided by Owner. If conditions are unacceptable, Owner will notify the Architect.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01700.
- B. Do not permit traffic over finished roof surface.

END OF SPECIFICATIONS FOR ASPHALT SHINGLE ROOFS

EXHIBIT "B"

PROJECT SCHEDULE

The services of the CONTRACTOR are to commence within five (5) working days after a **"NOTICE TO PROCEED"**. The work under this contract shall proceed in accordance with the **PROJECT SCHEDULE** presented as **EXHIBIT B**. The CONTRACTOR is not responsible for delays caused by State Agency or CITY review, beyond that incorporated in the Scope of Services, changes to the Scope of Services, or other delays beyond the CONTRACTOR'S control.

This contract will be amended as future phases of the overall project are defined.

EXHIBIT "C"

COST PROPOSAL

Item No.	Description	
I	Sr. Center Carlisle's Sure-Tough Adhered Roofing System	\$36,000.00
II	Sr. Center Asphalt Shingle Roofing System	\$50,000.00
III	Fire Station no. 2 Carlisle's Sure-Tough Adhered Roofing System	\$186,000.00
IV	Fire Station No. 3 Asphalt Shingle Roofing System	\$100,000.00
Total		\$372,000.00

EXHIBIT "D"

BONDING AND INSURANCE REQUIREMENTS

The CONTRACTOR shall provide Certificates of Insurance assigned to the City of East Providence, Rhode Island where required, in accordance with Section 12 of this Agreement

The CONTRACTOR agrees to provide the CITY with the following insurance coverages:

1. Worker's Compensation
State: Rhode Island
Applicable Federal
Employer's Liability: \$1,000,000
2. Comprehensive General Liability (including Premises-Operations, Contractor's Projection, Products and Complete Operation, Broad Form Property Damage):
Bodily Injury:
\$1,000,000 – Each Occurrence
\$2,000,000 - Annual Aggregate, Products and Completed Operations
Property Damage:
\$1,000,000 - Each Occurrence
\$2,000,000 Annual Aggregate
Personal Injury:
\$2,000,000 – Annual Aggregate
3. Comprehensive Automobile Liability:
Bodily Injury:
\$1,000,000 – Each Person
\$1,000,000 – Each Accident
4. Property Damage:
\$1,000,000 Each Occurrence
5. Professional Liability:
\$2,000,000 – Each Claim
\$4,000,000 – Annual Aggregate

The CONTRACTOR shall keep all insurance coverage in full force and effect during the term of this Agreement and to provide the CITY with copies of any changes in endorsements and/or coverage during the term of this Agreement.

Certificates shall specifically state that the City of East Providence, its officers, employees, and assigns shall be named as additional insured parties except for professional liability insurance where the City will be a certificate holder only.

EXHIBIT “E”

CERTIFICATE OF INSURANCE

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF EAST PROVIDENCE, RHODE ISLAND
AND
COMMERCIAL ELECTRIC, INC.**

This agreement, entered into as of this day of December 2019 by and between the City of East Providence, acting by and through its Mayor (hereinafter called the ("CITY") and **COMMERCIAL ELECTRIC, INC.** (hereinafter called ("CONTRACTOR").

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain technical and professional services hereafter described in connection with **MULTIPLEX ADDRESSABLE FIRE ALARM SYSTEM**.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The CONTRACTOR shall do, perform and carry out according to specifications set forth in **EP18/19 – 23 MULTIPLEX ADDRESSABLE FIRE ALARM SYSTEM** as set forth in **EXHIBIT A, SCOPE OF SERVICES** attached to and made part of this Contract, the following services: **engineering, design, materials, labor and equipment to furnish, install and make fully operational MULTIPLEX ADDRESSABLE FIRE ALARM SYSTEM**.

The basic services and requirements of this agreement shall consist of and include all requirements of **Exhibits "A", "B", "C", "D", and "E"** and that all exhibits are incorporated into this contract by reference.

TIME OF PERFORMANCE

The services of the CONTRACTOR are to commence within five (5) working days after a **"NOTICE TO PROCEED"**. The work under this contract shall proceed in accordance with the **PROJECT SCHEDULE** presented as **EXHIBIT B**. The CONTRACTOR is not responsible for delays caused by State Agency or CITY review, beyond that incorporated in the Scope of Services, changes to the Scope of Services, or other delays beyond the CONTRACTOR'S control.

This contract will be amended as future phases of the overall project are defined.

COMPENSATION

Total anticipated cash and services to be used for this phase of the project are allocated as noted in the attached **EXHIBIT C, COST PROPOSAL** The work will be performed on a time-charge-plus expense basis with a maximum fee not to exceed **\$95,665.00**. The CONTRACTOR agrees to complete all the work required in paragraph one entitled Scope of Services for said maximum fee. Compensation shall in no event exceed this amount, unless mutually agreed upon as a result of a change in the Scope of Services (per requirements of Paragraph 8 Changes and Notices).

RECORDS

The CONTRACTOR agrees to keep and maintain adequate records showing the extent and value of all expenditures, and services rendered, including any in-kind services. The CONTRACTOR also agrees to keep records where necessary to indicate compliance with the terms and conditions of this Contract and applicable state regulations.

The CONTRACTOR further agrees to give the CITY, or duly authorized representatives thereof, full access to and the right to examine directly all of the CONTRACTOR'S pertinent books, documents, papers, and records involving transactions related to the Contract for three years from the final payment under the Contract.

The CONTRACTOR shall maintain the following records: records concerning the race, sex, and ethnic origin of applicants for employment and employees directly involved in the project.

METHOD OF PAYMENT

The CITY will pay to the CONTRACTOR the amount set forth in Paragraph 3, COMPENSATION and **EXHIBIT C, COST PROPOSAL**, which will constitute full and complete compensation for the CONTRACTOR'S services hereunder.

For the services described in **EXHIBIT A, SCOPE OF SERVICES**, the CITY agrees to pay the CONTRACTOR at the salary cost of such services for employees plus the salary cost for overhead and profit, plus actual out-of-pocket expense costs, plus actual costs of work done by sub-CONTRACTOR, subject to the limitation of total cost as set forth below in the amount of **\$95,665.00.**

Salary cost is defined as the cost of salaries for time directly chargeable to the project; plus unemployment, excise, and payroll taxes; and contributions for social security, employment compensation insurance, retirement benefits, and medical and other group insurance benefits. Individuals' salaries listed in **EXHIBIT C** are current as of the date of this contract. Compensation to CONTRACTOR shall be made using actual salaries of employees at the time work is conducted; provided that the CONTRACTOR'S total costs shall not exceed the established not-to-exceed limit.

Actual out-of-pocket expense costs are all costs other than salary costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: automobile rental if required, mileage charges, parking, tolls, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project. The charges for in-house computer program usage will be at the CONTRACTOR'S regular rates.

The total cost of all services described in **EXHIBIT A**, including salary costs, actual out-of-pocket expense costs, and all those fees and costs as stated on **EXHIBIT C**; shall not exceed **\$95,665.00**, unless mutually agreed upon based upon a change to **EXHIBIT A, Scope of Services** (per requirements of Paragraph 8 Changes and Notices).

The CITY shall make partial payments to CONTRACTOR monthly on the basis of actual work performed at that time.

The CONTRACTOR shall submit a request for payment specifying that the CONTRACTOR has performed the work under this Contract in conformance with the Contract and that the CONTRACTOR is entitled to receive the amount requisitioned under the terms of the Contract. Such sum will be paid subject to review and approval of the request for payment by the CITY. Payments will be made monthly by the CITY subject to receipt by the CITY of proper invoice and documentation no later than the 15th day of each month.

If the CITY objects to any portion of any invoice, the CITY shall notify the CONTRACTOR of the objection within twenty-one (21) days of receipt of the invoice, give a reason for the objection, and pay the portion of the invoice not in dispute.

Payments in dispute shall not accumulate interest charges and shall not be subject to the conditions stated above until the date of resolution.

TERMINATION OF CONTRACT FOR CAUSE

If through any cause attributable to the CONTRACTOR, the CONTRACTOR shall fail to fulfill in a timely and proper manner the CONTRACTOR'S obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, reproducible copies of all finished or unfinished documents, data, studies, and reports prepared by the CONTRACTOR under this Contract shall become property of the CITY and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding, any other provision of this Agreement, all of CONTRACTOR'S pre-existing or proprietary computer programs, software, information or materials developed by CONTRACTOR outside of this Agreement shall remain the exclusive property of CONTRACTOR. The CONTRACTOR will be paid an amount for the services actually performed covered by this contract, less payments of compensation previously made.

This Agreement may be terminated by either party upon five days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

TERMINATION FOR CONVENIENCE OF CITY

The CITY may terminate this Contract at any time by five (5) days written notice. If the Contract is terminated, the CONTRACTOR will be paid for all work performed up to and including the date of termination.

CHANGES AND NOTICES

The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation and for time of performance, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract.

Changes which may also from time to time be required by Federal and State agencies shall be incorporated in written amendments to this Contract provided the tasks are within the general scope of the original agreement, and the CONTRACTOR is compensated a fair and reasonable price for the additional effort. All notices with respect to changes shall be forwarded by certified mail to **ROBERTO L. DASILVA, MAYOR**, with a copy to **STEPHEN COUTU, DIRECTOR OF PUBLIC WORKS**. Notices to the CONTRACTOR shall be forwarded by certified mail to:

**LEROY DAILEY
COMMERCIAL ELECTRIC, INC.
491 WATERMAN AVE.
EAST PROVIDENCE, RI 02914**

EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and shall incorporate the following requirements in any subcontracts.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be obtained from the government setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONTRACTOR shall work with the CITY'S Affirmative Action Officer in implementing the Equal Employment requirements of this contract.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer or employee of the CITY, or it's designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program(s) under which this project is funded shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The CONTRACTOR warrants that no person, agency or entity has been employed by it or retained by it to solicit or secure this agreement upon any understanding or agreement for a bonus, commission, percentage, brokerage, or contingent fee. For breach or violation of the warranty, the CITY shall have the right to cancel this agreement for cause and to recover the full amount of bonus, commission, percentage, brokerage, or contingent fee.

INSURANCE

The CONTRACTOR shall provide errors and omissions insurance in accordance with **EXHIBIT D, "BONDING AND INSURANCE REQUIREMENTS"**. In any case, the CONTRACTOR shall save, keep and hold the CITY and its officials harmless from all damages, liabilities, losses, or judgments, directly caused by the CONTRACTOR'S negligent acts or willful misconduct. Insurances where required shall be non-cancelable for the life of the project and a copy of the **Certificate of Insurance shall be attached to this Contract as EXHIBIT E.**

COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR shall comply with applicable laws, ordinances, codes and regulations of the federal, state and local governments, identify for the CITY and advise the CITY regarding all permits needed for compliance for the project to assure such compliance and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the CITY. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards, equal opportunity and other provisions of this Contract.

ADDITIONAL SERVICES

Additional services required by this Contract shall be subject to the written approval of the CITY. Additional services must be within the general scope of this original agreement, and the CONTRACTOR shall be compensated a fair and reasonable price for such additional effort.

COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR, except by written consent of the CITY.

DOCUMENTS

The CONTRACTOR will provide the CITY with reproducible copies of reports, documents, maps, photographs, and data prepared under this Contract in addition to submissions noted in **EXHIBIT A, "SCOPE OF SERVICES"**. Additional copies will be provided at the option of the CITY. The costs for additional copies will be borne by the CITY.

Any re-use of the documents by the CITY for purposes other than those expressly intended by this agreement, without the written agreement of the CONTRACTOR will be at the CITY'S sole risk, and without liability or legal exposure to the CONTRACTOR; and the CITY

shall indemnify and hold harmless the CONTRACTOR from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

CONTRACTOR RESPONSIBILITY

The standard of care applicable to the CONTRACTOR'S services will be the degree of skill and diligence normally employed by professional engineers or CONTRACTORS performing the same or similar services. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

The CONTRACTOR agrees to hold harmless and indemnify the CITY from any property damage or personal injury to any of the CONTRACTOR'S property, employees, or agents directly caused by the CONTRACTOR'S performance of its obligations under this contract.

Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services acquired under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONTRACTOR shall be and remain liable to the CITY in accordance with the applicable law, for all damages to the CITY to the extent directly caused by the CONTRACTOR'S negligent performance of any of the services furnished under this Contract.

The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

The CONTRACTOR shall designate a project team to work on these projects. In the event any of these personnel leave the CONTRACTOR'S employ, the CONTRACTOR shall replace them in a timely manner with personnel of equivalent abilities or receive CITY approval for a plan that addresses how the project schedule and quality will be maintained by the CONTRACTOR. Any delays resulting from such personnel changes shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall be responsible for the quality and technical accuracy of all services provided under this Contract to be consistent with relevant existing federal, state and local regulations.

CITY'S RESPONSIBILITIES

The CITY shall designate a representative or representatives authorized to act in the CITY'S behalf with respect to the technical aspects of the project. The CITY or such authorized representative(s) shall examine the documents submitted by the CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONTRACTOR'S services.

If the CITY becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, prompt notice thereof shall be given by the CITY to the CONTRACTOR.

The CITY shall render approvals and decisions as expeditiously as possible for the orderly progress of the CONTRACTOR'S services and of the work.

The rights and remedies of the CITY provided for under this contract are in addition to any other rights and remedies provided by law.

ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or any breach thereof, shall be decided by arbitration in accordance with the then current Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the CONTRACTOR, the CITY, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CITY

CONTRACTOR

The City of East Providence
145 Taunton Avenue
East Providence, RI 02914

Commercial Electric, Inc.
491 Waterman Avenue
East Providence, RI 02914

By:

By:

(Signature)

(Signature)

Roberto L. DaSilva
Mayor

LeRoy Dailey
Vice President

(Date of Execution)

(Date of Execution)

EXHIBIT "A"

SCOPE OF SERVICES

The City's Public Works building located at 60 Commercial Way seeks the installation of a new Multiplex Addressable Fire Alarm System, preferred manufacturer shall be Notifier.

Specifications:

- The Contractor shall furnish and install a new Mutliplex Addressable Fire Alarm System throughout the facility as required by NFPA, the RI Uniform Fire Alarm Code, the National Electrical Code and the local A1-1.1. (East Providence Fire Department).
- Vendor shall be able to demonstrate extensive experience with the design and installation of complete fire alarm systems in similar facilities if required. Also, vendor shall be fully licensed in the state of RI to perform this work.
- Vendor shall provide complete drawings including a stamp from a Registered RI Professional Engineer.
- Vendor shall provide 100% fire alarm protection throughout the facility as well as above acoustical ceiling protection.
- Vendor shall provide complete drawings including a stamp from a Registered RI Professional Engineer.
- Include fees for required permits and fire department plan review and inspections.
- Vendor shall obtain approvals on design from the EPFD prior to start of any work.
- Wiring method shall be Fire Alarm MC cable concealed and EMT for surface/exposed applications.
- EMT conduit for all surface/exposed locations including all of the service bays, mechanical areas, mezzanine, etc.
- Include all lifts, scaffolding, ladders and equipment to completely perform the work,
- Confirm with Fire Department if existing radio master box can be re-used. If not, furnish and install new radio master box. Confirm Radio master box zoning with the EPFD.
- Vendor shall provide Master Box zone tripping, per EPFD.
- Include quarterly testing contract for the first year.
- Furnish and install a new key lock box as required.
- Include complete demolition of the existing system, once new system is accepted by the fire department and placed on line and is fully operational.
- Furnish and install new ceiling tile damaged by construction and where existing devices are being removed.
- Include any patching and painting of disturbed surfaces.
- Blank off any existing boxes that are flush or cannot be removed.
- All waste shall be removed from the site by the vendor on a daily basis and be legally disposed of.

- Provide complete As-Built drawings and O&M Manuals at the completion of the project.

EXHIBIT "B"

PROJECT SCHEDULE

The services of the CONTRACTOR are to commence as soon as within five (5) working days after a "NOTICE TO PROCEED" and with approval on design from the EPFD prior to start of any work. Work shall be completed as deemed successful upon final review of the City.

EXHIBIT "C"

COST PROPOSAL

Furnish & Install a new Mutlplex Addressable Fire Alarm System throughout the facility (Commercial Way) as required by NFPA, RI Uniform Fire Alarm Code, Nat'l Electrical code, & local A.I.I (EPFD). Services to be provided not to exceed NINETY FIVE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00/100 (\$95,665.00).

EXHIBIT "D"

BONDING AND INSURANCE REQUIREMENTS

The CONTRACTOR shall furnish a Surety Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

The CONTRACTOR shall provide Certificates of Insurance assigned to the City of East Providence, Rhode Island where required, in accordance with Section 12 of this Agreement

The CONTRACTOR agrees to provide the CITY with the following insurance coverages:

1. Worker's Compensation
State: Rhode Island
Employer's Liability: \$1,000,000
2. Comprehensive General Liability (including Premises-Operations, Contractor's Projection, Products and Complete Operation, Broad Form Property Damage):
Bodily Injury:
\$1,000,000 – Each Occurrence
\$2,000,000 - Annual Aggregate, Products and Completed Operations
Property Damage:
\$1,000,000 - Each Occurrence
\$2,000,000 Annual Aggregate
Personal Injury:
\$2,000,000 – Annual Aggregate
3. Comprehensive Automobile Liability:
Bodily Injury:
\$1,000,000 – Each Person
\$1,000,000 – Each Accident
4. Property Damage:
\$1,000,000 Each Occurrence
5. Professional Liability:
\$2,000,000 – Each Claim
\$4,000,000 – Annual Aggregate

The CONTRACTOR shall keep all insurance coverage in full force and effect during the term of this Agreement and to provide the CITY with copies of any changes in endorsements and/or coverage during the term of this Agreement.

Certificates shall specifically state that the City of East Providence, its officers, employees, and assigns shall be named as additional insured parties except for professional liability insurance where the City will be a certificate holder only.

EXHIBIT “E”

CERTIFICATE OF INSURANCE

Capital Projects from 2016-2019 Funding and Status

Budget Year	Project Name	Orig Budget	YTD	Encumbered	Balance	% Expended	Status
Project Approved							
Senior Center							
2018-2019	Replace 4 HVAC Rooftop Units-Senior Center	50,000.00	24,994.00	-	25,006.00	49.99%	Waiting for Contract
2018-2019	Rubber Flat Roof Replacement for Senior Center	25,000.00	-	-	25,000.00	0.00%	One Contract
2018-2019	Pitched Roof Shingle Replacement for Senior Center	35,000.00	-	-	35,000.00	0.00%	Waiting for RFP
2018-2019	Hurricane Shutters at Senior Center	20,000.00	-	-	20,000.00	0.00%	No Action Taken Yet
2018-2019	Senior Center Hurr. Shelter Study/Initial Improvements	30,000.00	-	-	30,000.00	0.00%	One Project
Planning and Economic Development							
2016-2017	Riverside Sq Marketing Study	30,000.00	-	-	30,000.00	0.00%	Federal Funding, No City \$
2017-2018	Odd Fellows Hall Renovation	100,000.00	100,675.00	-	(675.00)	100.68%	Complete
2018-2019	20-Year City Comprehensive Plan Consultant	80,000.00	-	-	80,000.00	0.00%	Planning Stage
2018-2019	Riverside Sq. Remediated Property Redev. Project	100,000.00	-	-	100,000.00	0.00%	VAMCO project
CDBG							
2017-2018	CDBG Payette St Renovations	25,000.00	25,000.00	-	-	100.00%	Complete
Department of Public Works							
2017-2018	Road Repair	1,320,313.00	944,400.56	338,855.97	37,056.47	97.19%	Ongoing
2017-2018	Road Repair/Maint per council	10,000,000.00	2,199,158.24	7,267,504.26	533,337.50	94.67%	Ongoing
Engineering DPW							
2015-2016	Pedestrian Signal Improvements	24,000.00	-	41,127.25	(17,127.25)	171.36%	Awarded
2016-2017	Booth Ave Slope Study in Riverside	50,000.00	25,766.16	22,133.84	2,100.00	95.80%	Complete
2016-2017	Riverside Rec/DelleFemine Parking	123,000.00	-	-	123,000.00	0.00%	Field /Parking
2017-2018	Forbes St Landfill Closure	91,998.00	102,905.17	30,549.01	(41,456.18)	145.06%	Complete
2018-2019	Riverside Rec./DelleFemine Field Parking	130,000.00	-	-	130,000.00	0.00%	Field /Parking
2018-2019	South Broadway Culvert Replacement	600,000.00	-	-	600,000.00	0.00%	Need to go out to RFP (2020)

Capital Projects from 2016-2019 Funding and Status

Budget Year	Project Name	Orig Budget	YTD	Encumbered	Balance	% Expended	Status
Project Approved							
Highway DPW							
2018-2019	10-Wheel Dump Truck w/Sander and Plow	235,000.00	233,536.00	-	1,464.00	99.38%	Complete
2018-2019	Backhoe	150,000.00	133,868.30	-	16,131.70	89.25%	Complete
2018-2019	17,500 GVW Truck w Plow Package	75,000.00	75,000.00	-	-	100.00%	Complete
2018-2019	Brush Chipper Replacement	50,000.00	53,108.64	-	(3,108.64)	106.22%	Complete
2018-2019	Two (2) One-ton Pickups w Dump Inserts	75,000.00	75,000.00	12,000.00	(12,000.00)	116.00%	Complete
2018-2019	Replace (2) Rider Lawn Mowers	33,000.00	19,426.00	-	13,574.00	58.87%	Complete
Public Buildings DPW							
2017-2018	Emergency Generators	156,649.61	120,309.09	36,340.52	-	100.00%	Complete
2018-2019	Sweetland-Siding, Porch, Ext. Repairs, New Windows	25,000.00	13,474.58	-	11,525.42	53.90%	Ongoing
2018-2019	Weaver House-Exterior Painting-Porch, Soffit Repairs	100,000.00	1,128.12	-	98,871.88	1.13%	Ongoing
2018-2019	Electronic Access System at City Hall	80,000.00	-	-	80,000.00	0.00%	Planning Stage
2018-2019	Surveillance Cameras at Pierce, Carousel, and Others	18,000.00	-	-	18,000.00	0.00%	Need to go out for RFP
Central Garage DPW							
2017-2018	Fuel Storage Tank Removal	409,285.00	320,350.00	43,799.00	45,136.00	88.97%	Complete
2018-2019	Central Garage-Life & Fire Safety Improvements	150,000.00	-	-	150,000.00	0.00%	Under Contract
Animal Control							
2015-2016	Vehicle Animal Shelter	57,510.00	(8,469.20)	52,650.80	13,328.40	76.82%	Almost Complete
Fire Department							
2015-2016	Fire Station #2 Restroom Rehab	123,000.00	128,625.00	-	-5625	104.57%	Complete
2016-2017	3 Fire Truck Lease	1,239,832.05	247,966.41	991,865.64	-	100.00%	Complete
2018-2019	Roof Replacement Stations 2 and 3	374,060.00	-	-	374,060.00	0.00%	Waiting for Contract
2018-2019	Replacement of Rescue 1	395,000.00	70,164.34	280,866.95	43,968.71	88.87%	Waiting Approval
2018-2019	Replacement of Ladder 3	750,000.00	63,674.59	2,342,553.42	(1,656,228.01)	3.2083	Changed to Multiple Vehicles

Capital Projects from 2016-2019 Funding and Status

Budget Year	Project Name	Orig Budget	YTD	Encumbered	Balance	% Expended	Status
Project Approved							
Recreation Department							
2015-2016	20-24 Passenger Mini Bus	50,000.00	44,775.39	-	5,224.61	89.55%	Complete
2018-2019	Recreation Center Carpeting	15,000.00	21,097.25	-	(6,097.25)	140.65%	Complete
Pierce Field							
2015-2016	Pierce Field Bathroom Upgrades	40,000.00	17,488.62	16,555.27	5,956.11	85.11%	Ongoing
2017-2018	Pierce Field Stadium Upgrades	59,755.00	50,692.50	9,490.00	(427.50)	100.72%	Ongoing
2018-2019	Pierce Stadium - Handicap Access Study	25,000.00	15,127.69	349.50	9,522.81	61.91%	Complete
2018-2019	Panic Safety Bars for Pierce Field	7,500.00	-	-	7,500.00	0.00%	Ongoing
2018-2019	Pierce Field - Handicap Bathroom Construction	110,000.00	9,716.97	-	100,283.03	8.83%	Complete
Carousel							
2015-2016	Carousel Renovation	20,367.00	20,367.00	-	-	100.00%	Complete
2018-2019	Carousel Painting	50,000.00	-	-	50,000.00	0.00%	Under Contract
2018-2019	Carousel Bldg-Door/Door Frame Replacement	50,000.00	24,020.00	-	25,980.00	48.04%	Complete
School Department							
2018-2019	Retractable Bleachers for Middle School	150,000.00	-	-	150,000.00	0.00%	

	Original Budget	Ytd Expended	Encumbered	Balance	% Expended
TOTAL	17,908,269.66	5,183,846.42	11,476,141.43	1,248,281.81	93.03%

2019-2020 Capital Budget

Account Name	Description	Budget	Status	
Capital - Finance	Tax Collection/Assessment Software	127,500	Approved	10/15
Capital - Finance	Accounting System - Includes HR and Payroll	125,000	Approved	10/15
Capital - Planning	Soccer Field - Match for DEM Grant	150,000	Approved	12/3
Capital - Planning	Splash Pad - Match for RIDEM Grant	26,000	Approved	12/3
Capital - Planning	Arts Grant	50,000	Approved	10/15
Capital - Engineering	Runnings River Channel Improvement	100,000	Approved	10/15
Capital - Engineering	Taunton Ave Drainage Improvements	125,000	Approved	10/29
Capital - Engineering	Pedestrian Signal Improvements	50,000	Approved	10/15
Capital - Highway	Elgin Road Sweeper	230,000		
Capital - Highway	6-Wheel Dump Truck With Plow	160,000		
Capital - Highway	2 Stainless Steel Sanders	45,000		
Capital - Public Buildings	Replace Indoor Sprinkler System at Weaver Library	200,000	Approved	11/5
Capital - Public Buildings	Building Demolition - Burnside/Hoppin	450,000		
Capital - Public Buildings	Sweetland House - Siding, Porch, Ext Repairs, New Window	100,000		
Capital - Public Buildings	Central Garage Outside Camera Installation	30,000		
Capital - Public Buildings	City Hall - Security System for City Clerk and Treasury	150,000		
Capital - Police	4 Police Cruisers	200,000	Approved	10/15
Capital - Police	Parking Lot Expansion	100,000	Approved	10/15
Capital - Fire	Replace Cardiac Monitors (Matching Grant)	40,000	Approved	10/15
Capital - Fire	Lease Payment For 3 Engine Trucks	247,966	Approved	10/15
Capital - Fire	Station 1 & Station 3 AC Updates	84,431	Approved	10/15

Capital - Pierce Field	Basketball Court Renovation	250,000	Approved	10/29
Capital - Pierce Field	Baseball Scoreboard and Sound System	45,000	Approved	10/29
Capital - Pierce Field	Pavilion with Gazebo	75,000		

Capital - Parks	Riverside Rec / Dellefemine Field	100,000	Approved	10/29
Capital - Parks	Skate Park	30,000		
Capital - Parks	Park Upgrades	70,000		
Capital - Parks	Sabin Point Boat Ramp Repair	30,000		

Capital - Carousel	Structural Stabilization Phase 1	50,000	Approved	10/15
Capital - Carousel	Ice Skating Rink Acquisition and Installation	100,000	Approved	10/29
Capital - Carousel	Year Round Concession Building	150,000	Approved	10/29

Total Approved Capital Budget for Fiscal Year 2019-2020 \$3,690,897

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Funding for Approved Projects

\$2,294,897

Unapproved Projects

\$1,396,000

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 8 OF THE
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,
RHODE ISLAND, 1998, AS AMENDED, ENTITLED
“LICENSES AND BUSINESS REGULATIONS”

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Chapter 8 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Licenses and Business Regulations” is hereby amended by adding thereto the following:

Article XXIII. Mobile Food Establishment

Sec. 8-578. License Required. Any license required pursuant to Rhode Island General Laws § 5-11.1-1 *et seq.*, as may be amended from time to time, shall acquire a Mobile Food Establishment permit from the East Providence Board of Licenses.

Sec. 8-579. Definitions. As used in this article, the following terms shall have the meanings indicated:

Mobile Food Establishment. Pursuant to R.I.G.L., § 5-11.1-3(5), a food service operation that is operated from a movable motor-driven or propelled vehicle, portable structure, or watercraft that can change location. Mobile food establishments specifically includes, but is not limited to, food trucks, food carts, ice cream trucks/carts, and lemonade trucks/carts.

Mobile Food Establishment Operator. Pursuant to R.I.G.L., § 5-11.1-3(7), a person or corporate entity who or that owns, manages, or controls, or who or that has the duty to manage or control the operation of a mobile food establishment.

Mobile Food Establishment Vendor. Pursuant to R.I.G.L., § 5-11.1-3(8), a person who prepares, sells, cooks, or serves food or beverages from a mobile food establishment.

Mobile Food Permit. Pursuant to R.I.G.L. § 5-11.1-3(9) a, "municipal mobile food establishment permit" issued by the City to a mobile food establishment operator that possesses a current state mobile food establishment registration.

A. Mobile food permit issued to a mobile food establishment that temporarily parks on a public street or private property and engages in the service, sale or distribution of food, prepared on site, to the general public directly from the vehicle.

B. Mobile food transient permit issued specifically to an ice cream/lemonade truck or catering trucks, who sell pre-packaged or pre-prepared foods, who may travel in/into residential districts and are transient in nature, moving at least every 15 minutes.

Sec. 8-580. Scope.

The provisions of this article apply to mobile food establishments engaged in the business of cooking, preparing and/or distributing food or beverage with or without charge upon or in public and private restricted spaces.

Sec. 8-581. Permit process.

A. It shall be unlawful for any person to operate within the City a mobile food establishment without having obtained a permit from the City Clerk for that purpose.

B. A person desiring to operate a mobile food establishment shall apply for such permit or renewal of such permit to the City Clerk. The application for a permit or a renewal of permit shall be provided by the City Clerk and shall include the following:

(1) Name, phone number, e-mail contact and business address of the applicant.

(2) If utilizing private property, any mobile food establishment permitted under the provisions of this article must have a letter in their possession from the owner of the property on which he or she is selling authorizing the establishment to sell upon the property. This authorization must be current and must state for how long the permission is granted, but in no event will same authorization be valid for a period of more than one year. If participating in a licensed special event, then the event holder may be the one to hold this letter in their possession from the property owner for use of the private property.

(3) Copy of the Rhode Island Department of Business Regulations mobile food establishment registration.

(4) Any person applying for a permit under the provisions of this article shall sign a hold-harmless agreement indemnifying the City of East Providence, its officers, agents and employees from any liability arising out of or in the course of his or her business or the granting of a license for same.

Sec. 8-582. Hold-harmless agreement required.

It is further required that any person applying for a permit under the provisions of this article sign a hold-harmless agreement indemnifying the City of East Providence, its officers, agents and employees from any liability arising out of or in the course of his or her business or the granting of a permit for same.

Sec. 8-583. Issuance fee.

The fee for the issuance of a permit granted pursuant to this article shall be \$75.00. Each mobile food or stationary food establishment shall be separately permitted, and the permit fee chargeable hereunder shall be paid for each such establishment.

Sec. 8-584. Duration and expiration date of permit.

All permits issued under the provisions of this article shall be for a term consecutive with the state mobile food registration unless sooner revoked or voided under the provisions of this article.

Sec. 8-585. Personal nature of permit; non-transferability.

All permits issued under the provisions of this article shall authorize only the person named therein to sell and offer for sale as aforesaid. No permit issued under the provisions of this article shall be transferable. A permit is valid for one vehicle only and shall not be transferred between vehicles.

Sec. 8-586. Regulations.

A. No operator of a mobile food establishment shall park, stand or move a vehicle and conduct business within areas of the City where the permit holder has not been authorized to operate.

B. The customer service area for mobile food establishments shall be on the side of the truck that faces a curb, lawn or sidewalk when parked/stopped. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared sold, or displayed outside the mobile food establishments.

C. No mobile food establishment shall provide or allow any dining area within 10 feet of the mobile food vehicle, including, but not limited to, tables and chairs, booths, stools, benches or stand-up counters on a sidewalk.

D. Customers shall be provided with single-service articles, such as plastic utensils and paper plates, and a waste container for their disposal. All mobile food establishments shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the mobile food operations shall be collected and disposed of offsite by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water, grease, or anything on the streets is allowed.

E. No mobile food establishment, mobile food operator or vendor shall make or cause to be made any unreasonable or excessive noise. The operation of all food vehicles shall meet the City noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

F. No flashing or blinking lights or strobe lights are allowed by mobile food establishments or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.

G. Mobile food establishments, when parked on public streets, shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

H. Mobile food establishments shall be allowed to operate from 6:00 a.m. to 12:00 midnight, seven days a week, including holidays.

I. A mobile food establishment shall not:

- (1) Be parked on the street overnight: or
- (2) Be left unattended and unsecured at any time food is in the vehicle.

Any mobile food establishment found to be in violation of Subsection I (1) or (2) above shall be considered a public safety hazard and may be ticketed and towed away.

J. The issuance of a mobile food establishment permit does not grant or entitle the vendor to the exclusive use of any legal public spot within the prescribed territorial limits.

K. No mobile food establishment shall use external signage, bollard, or other equipment not contained within the vehicle. When extended, awnings for mobile food vehicles shall have minimum clearance which does not present a hazard to pedestrians.

L. Any power required for the mobile food establishment located on a public way shall be self-contained and a mobile food establishment shall not use utilities drawn from the public right-of-way. Mobile food establishments on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley or sidewalk.

M. No mobile food establishments shall operate in violation of the land use, zoning or other ordinances of the City of East Providence.

Sec. 8-587. Territorial limits.

The following limits further define where a mobile food establishment can and cannot operate:

- A. Not in a residential zone, unless part of a duly licensed special event or unless the operator has a peddler's license issued by the East Providence City Council.
- B. Not within 200 feet of any open brick-and-mortar restaurant.
- C. Not within 200 feet of any public or private school, or municipal park, without the corresponding property owner's written consent. However, nothing in this section shall be deemed or construed to be an exception to the rules and regulations of the Division of Parks and Recreation as the same pertain to vendors/concessionaires.
- D. Not within 10 feet of driveways, bus stops or crosswalks.
- E. Not in a handicap parking area or no-parking zone.

F. Not within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor and is duly licensed or has a special event permit issued by the City of East Providence.

G. Not in an area where such operation is deemed by the Chief of Police, or his/her designee, to endanger or inconvenience the general public or where there is determined to be a disturbance of the peace.

H. Not on private property without the written permission of the owner of the property, and such permission shall be available at all times, unless permission was granted to the holder of a special event, and the special event holder has the written permission from the owner.

Sec. 8-588. Visibility of permit.

Each person granted a permit in accordance with the provisions of this article shall conspicuously exhibit the permit at all times while selling within the City limits.

Sec. 8-589. Violations and penalties.

A. Any person violating any of the provisions of this article may be subject to denial, suspension or revocation of the municipal permit after a hearing before the City Council.

B. Every individual sale or offer for sale made contrary to the provisions of this article shall be deemed and construed as a distinct and separate offense, and the person making the sale or offer of sale shall be prosecuted therefor in the manner herein prescribed.

C. Upon the cancellation or revocation of any permit, the person holding the permit shall surrender or return the same to the City Clerk or his/her designee.

Sec. 8-590. Severability.

If any provision of this article is to be held invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

SECTION II. This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage _____ and referred to _____ at 7:00 p.m. for a hearing and consideration of final passage; and adopted

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Council President Britto

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 3 OF THE
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,
RHODE ISLAND, 1998, AS AMENDED, ENTITLED "ANIMALS"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Section 3-41 entitled "Sheltering, tethering, and nourishment of dogs" of Article II entitled "Dogs" of Chapter 3 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Animals" in amended to read as follows:

Sec. 3-41 Sheltering, tethering, and nourishment Care of dogs.

~~(a) No person shall allow a dog to be kept outside tethered, penned, caged, fenced, or otherwise confined for more than 30 minutes without access to adequate shelter or adequate water for use by such dog.~~

~~(b) No person shall allow a dog to be kept outside tethered, penned, caged, fenced, or otherwise confined for more than thirty minutes (30) when the ambient temperature is beyond the industry standard for the weather safety scale as set forth in the most recently adopted version of the Tufts Animal Care and Conditions Scale (TACC).~~

(a) It shall be a violation of this section for an owner or keeper to:

(1) Keep any dog on a permanent tether that restricts movement of the tethered dog to an area less than one hundred thirteen square feet (113 sq. ft.), or less than a six foot (6') radius at ground level.

(2) Tether a dog with a choke-type collar, head collar, or prong-type collar. The weight of any chain or tether shall not exceed one-eighth (1/8) of the dog's total body weight.

(3) Keep any dog tethered for more than ten (10) hours during a twenty-four-hour (24) period or keep any dog confined in an area or primary enclosure for more than fourteen (14) hours during any twenty-four-hour (24) period, and more than ten (10) hours during a twenty-four-hour (24) period, if the area is not greater than that which is required under the most recently adopted version of the department of environmental management's rules and regulations governing animal care facilities.

(4) Tether a dog anytime from the hours of ten o'clock p.m. (10:00 p.m.) to six o'clock a.m. (6:00 a.m.), except for a maximum of fifteen (15) minutes.

(5) Keep any dog outside, either tethered or otherwise confined, when the ambient temperature is beyond the industry standard for the weather safety scale as set forth in the most recent adopted version of the Tufts Animal Care and Condition Weather Safety Scale (TACC).

(b) It shall be a violation of this section for an owner or keeper to fail to provide a dog with adequate feed, adequate water, or adequate veterinary care as those terms are defined in R.I.G.L. § 4-19-2; provided however, that adequate veterinary care may be provided by an owner using acceptable animal husbandry practices.

(c) Exposing any dog to adverse weather conditions strictly for the purpose of conditioning shall be prohibited.

(d) The provisions of this section, as they relate to the duration and timeframe of tethering or confinement, shall not apply:

(1) If the tethering or confinement is authorized for medical reasons in writing by a veterinarian licensed in Rhode Island, the authorization is renewed annually, and shelter is provided;

(2) If tethering or confinement is authorized in writing by an animal control officer, or duly sworn police officer assigned to the animal control division, for the purposes, including, but not limited to, hunting dogs, dogs protecting livestock, and sled dogs. Written authorization must be renewed annually. The written authorization issued by an animal control officer or duly sworn police officer assigned to the animal control division in the political subdivision of the state where the dogs are kept shall be considered valid in every other political subdivision of the state. The written authorization issued by an animal control officer or duly sworn police officer assigned to the animal control division in the political subdivision of the state where the dogs are kept is revocable by that animal control officer or police officer if there are any conditions present that warrant revocation. The conditions include, but are not limited to, changes in the number or type of dogs, changes in the facility structure or safety, and changes in the health of the dog;

(3) To any entity licensed by the state pursuant to Chapter 19 of Title 4 of the Rhode Island General Laws, or any veterinary facility; or

(4) To an exhibitor holding a class C license under the Animal Welfare Act (7 U.S.C. § 2133) that are temporarily in the state, if authorized by the department of environmental management (DEM);

(e) Any person in violation of this section shall be fined in accordance with Sec. 3-25. Each day of violation shall constitute a separate offense.

(f) General agents or special agents of the Rhode Island Society for the Prevention of Cruelty to Animals (RISPCA) are hereby authorized to enforce the provisions of this chapter in cooperation with animal control officers and the department of environmental management (DEM).

SECTION II. This ordinance shall take effect upon its second passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Given first passage and referred to
and consideration of final passage and adopted

at 7:00 p.m. for a hearing

Attest:

City Clerk of the City of East Providence, Rhode Island

Introduced by: Council President Britto



City of East Providence
Office of the Mayor
Roberto L. DaSilva
Mayor

Dec. 11, 2019

Honorable Members of the City Council
East Providence City Hall
145 Taunton Ave.
East Providence, RI 02914

Dear Members of the City Council,

Please find attached memos from Hilltop Securities. The first concerns the financing plans for the new East Providence high school. The second is a summary of the meeting between the Rhode Island Department of Education (RIDE), Hilltop Securities, and the City of East Providence. Members representing the city included myself, Superintendent Kathryn Crowley, the City Solicitor, as well as the Finance Directors for the city and school.

Sincerely,


Roberto L. DaSilva
Mayor



12 Breakneck Hill Road
Suite 200
Lincoln, RI 02865
401-334-4963 Direct
401-333-3807 Fax

Adam S. Krea
Director

adam.krea@hilltopsecurities.com

To: The Honorable Roberto DaSilva, Mayor, City of East Providence
Malcolm Moore, Director of Finance, City of East Providence

From: Adam S. Krea, Director, HilltopSecurities

Cc: Superintendent Kathryn Crowley, East Providence School Department
Craig Enos, Director of Finance, East Providence School Department
Paul Luba, Finance Advisor, City of East Providence
Christine Lopes-Metcalf, Rhode Island Department of Education
Mario Carreno, Rhode Island Department of Education
Maureen E. Gurghigian, Regional Managing Director, HilltopSecurities

Date: December 11, 2019

RE: **Summary of November 26, 2019 Meeting with the Rhode Island Department of Education**

This memo summarizes the November 26, 2019 meeting between the City of East Providence, the Rhode Island Department of Education (“RIDE”) and HilltopSecurities. The numbers included in the summary are based upon what was learned in the meeting and subsequently confirmed with RIDE.

Participants in the Meeting

The Honorable Roberto DaSilva, Mayor
Superintendent Kathryn Crowley
Malcolm Moore, City Finance Director
Michael Marcello, City Solicitor
Craig Enos, School Department Finance Director
Paul Luba, Finance Advisor to the City
Christine Lopes-Metcalf, RIDE
Mario Carreno, RIDE
Adam Krea, HilltopSecurities

Summary of the Meeting

Establishing the State and City Pay-Go Amounts

The first part of the meeting was to discuss the Pay-Go component of the project. The group discussed how Pay-Go would work and that once the projected cost of the window replacement project at Riverside Middle School was determined, we could calculate the Pay-Go available for the High School. Subsequent to the meeting, Craig confirmed that the projected cost of the window replacement project at the Riverside Middle School is \$2,200,000. The 54.3795% State contribution of Pay-Go towards this project is \$1,196,349. This will reduce the State Pay-Go amount available for the High School project to \$15,334,994 (Total of \$16,531,343 less the \$1,196,349 for Riverside Middle School).

With the City using \$15,334,994 of the State Pay-Go for the High School, the City will need to spend \$12,864,960 in City Pay-Go assuming the current 54.3795% State / 45.6205% City split. Christine and Mario also confirmed that if the City achieves its expected bonus points, that the dollar value of those bonus points will be added to the reimbursement portion of Housing Aid.

Calculating the Percent of the Project Eligible for Housing Aid Debt Service Reimbursement

The following table summarizes the calculation, which results in 61.6552% of the City's debt service being eligible for the Housing Aid Debt Service Reimbursement that will range from 54% to 74% of principal and interest.

Total Project Cost	\$ 189,500,000
Eligible for Housing Aid	135,581,800 (Amount set by RIDE)
Pay-Go Component	28,199,954 (Total State + City)
Amt Elig for DS Reimb	107,381,846 (\$135,581,800 - \$28,199,954)
City's Planned Bond:	\$ 174,165,006 (\$189,500,000 - \$15,334,994 State Pay-Go)
Amount Eligible for Reimbursement	61.6552% (This is \$107,381,846 / \$174,165,006)

Bond Premium

The conversation about the amount of the City's bond that would be eligible for Housing Aid Debt Service Reimbursement led directly into a conversation about bond premium. Mario stated that if bond premium was generated in a sufficient amount to cover the City's Pay-Go requirement that the Housing Aid Debt Service Reimbursement would not be reduced. In other words, the City is eligible for reimbursement of both principal and interest on \$107,381,846 of principal and its associated interest regardless of the par amount of bonds issued. Therefore, if the City only needed to issue \$160,000,000 of bonds to generate the \$174,165,006 of proceeds needed plus the costs of issuance, the calculated percentage on which Housing Aid reimbursement would apply would be 67.1137% of the issue (\$107,381,846 / \$160,000,000).

Rhode Island Infrastructure Bank

There are certain school projects that may benefit from available programs at the Rhode Island Infrastructure Bank (“RIIB”). In the instance of East Providence, it is projected that \$53,918,200 in project costs are ineligible for Housing Aid. Therefore the City of East Providence and its financing team have explored ways in which it could reduce debt service on the bonds issued to fund those project costs. The City, its architects and RIIB identified up to a possible \$42,600,000 in project components that may be eligible for various programs at RIIB. The City then undertook an analysis comparing the issuance of those bonds as part of the planned Rhode Island Health and Educational Building Corporation (“RIHEBC”) issue (where bonds must be issued to receive Housing Aid reimbursement on both principal and interest) to issuing bonds to RIIB under each of the relevant programs. This analysis adjusts for bond premium in the public markets and the different issuance costs among other factors.

Any amount of the \$53,918,200 in project costs that are ineligible for Housing Aid may be issued to RIIB or in any other fashion that the City deems advantageous. Any remaining amount that is not issued to RIIB or another purchaser would be issued through RIHEBC and simply not receive Housing Aid.

Christine confirmed that if the City borrows at below-market rates from the Rhode Island Infrastructure Bank for amounts outside the \$135,581,800 (that is eligible for housing aid) it would neither affect the State’s Pay-Go commitment nor the \$135,581,800 eligible for Housing Aid.



12 Breakneck Hill Road
Suite 200
Lincoln, RI 02865
401-334-4963 Direct
401-333-3807 Fax

Adam S. Krea
Director

adam.krea@hilltopsecurities.com

To: The Honorable Roberto DaSilva, Mayor, City of East Providence
Malcolm Moore, Director of Finance, City of East Providence

From: Adam S. Krea, Director, HilltopSecurities

Cc: Maureen E. Gurghigian, Regional Managing Director, HilltopSecurities

Date: December 6, 2019

RE: **Revised Summary of 2020 Financing Plans**

In addition to the annual Tax Anticipation Note issue for cash flow purposes, the City of East Providence is planning a refunding for debt service savings and a number of financings to fund the construction of the new high school over the next two years.

The following summarizes the proposed financing plans for the City in 2020. There are three planned issuances:

1. \$78,000,000* Bond Anticipation Note for the High School Project
2. \$20,000,000* Tax Anticipation Note for Cash Flow Purposes
3. \$2,185,000* General Obligation Refunding (to be issued with the Tax Anticipation Note)

\$78,000,000 Bond Anticipation Notes for the High School Project

The City plans to issue \$78,000,000* in Bond Anticipation Notes (“BANs”) in mid-January 2020 to fund calendar year 2020 expenses related to the construction of the new high school. The City will permanently finance the new high school with a bond issue once School Housing Aid is available, but until then will issue BANs as paying debt service on the bonds is prohibitively expensive without School Housing Aid reimbursement.

A Request for Proposals (“RFP”) for underwriters was released on October 29, 2019 with a due date of November 13, 2019. Seven financial institutions responded to the RFP. Six proposed a traditional public offering of the BAN transaction and one proposed a direct placement.

The City has elected the direct placement, which was proposed by Bank of America, for the BAN for the following reasons:

1. The fiscal year 2018 audited financial statements are not yet complete which would complicate the rating process, preparation of public disclosure documents and communication with potential investors;
2. Bank of America proposed an indicative rate of 1.50% for a 12-month BAN or 1.55% for an 18-month BAN (the six underwriting proposals projected a yield of anywhere from 1.26% to 1.50%); and
3. Fees for a direct placement with Bank of America are projected to be approximately \$50,000 lower than fees for a public offering. This is a result of no rating required (\$9,000), no printing of the disclosure documents (\$4,000), not needing a paying agent (\$500), a lower municipal advisor fee (\$2,500), no underwriter fees (\$31,200 was the lowest bid) and no underwriter's counsel (approximately \$7,500) offset by a \$5,000 bank counsel fee.

\$20,000,000 Tax Anticipation Note for Cash Flow Purposes Combined with a \$2,185,00 Refunding

The City issues Tax Anticipation Notes ("TAN") annually for cash flow purposes due to the fiscal year, which is not synchronized with the tax year. The City's TAN, which is typically issued in the first quarter of every calendar year, provides cash until property tax payments are received by the City. The TAN typically matures in late July, when the City has collected a sufficient amount of property tax revenue for operations after paying-off the TAN.

For fiscal year 2020, the City anticipates issuing approximately \$20,000,000* in March, with a July maturity date. The exact amount of the TAN has not yet been determined as the City is still projecting its cash flows for the remainder of the fiscal year. The City has selected Raymond James from the results of the RFP for the following reasons:

1. Raymond James had a very detailed proposal;
2. Raymond James proposed refunding the City's Series 2010 Bonds simultaneously with the TAN in order to create debt service savings while minimizing issuance costs due to the combined financing. The City has been planning the refunding for the past few months; and
3. Raymond James proposed the lowest fees.

Conclusion

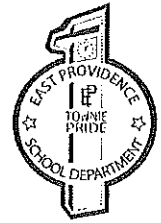
In addition to the refunding of the 2010 Bonds and annual TAN issue, the City is planning a number of financings to fund the construction of the new high school. Current financing plans for this project

include a BAN in January 2020 described above, a second BAN for the high school in January 2021 and the final bond issue for the high school in the summer of 2021.

* Preliminary. Subject to change.



East Providence School Department



145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

KATHRYN M. CROWLEY
SUPERINTENDENT OF SCHOOLS

CRAIG T. ENOS
DIRECTOR OF FINANCE

MEMO

To: Malcolm Moore, Director of Finance

From: Craig Enos, Director of Finance 

Date: December 10, 2019

RE: Invoices for payment

The following invoices have been approved for payment by the East Providence High School Building Committee and the East Providence School Committee. Total amount for the November 2019 invoices is \$2,239,848.68

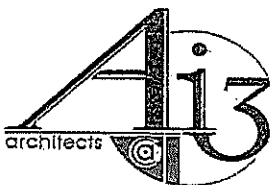
Firm	Amount
Ai3 Basic Services November 2019	\$1,123,602.74
Ai3 Extra Services November 2019	\$42,163.72
Ai3 Reimbursable November 2019	\$8,268.03
Gilbane Building Company November 2019	\$995,889.19
Peregrine Group LLC November 2019	\$59,000.00
Thielsch Engineering - October November 2019	\$10,925.00
TOTAL	\$2,239,848.68

Thank you for your assistance in processing these invoices.

The East Providence School Department, in partnership with families and the community, is committed to provide a comprehensive, inclusive program of academic excellence in a safe, nurturing environment preparing all students to become responsible, life-long learners able to meet the challenges of the 21st century.

Telephone 401-383-2224 X30051 • Fax 401-415-8956 • E-mail: cenos@epschoolsri.com • TTY 800-745-5555 • Voice 800-745-6575

The East Providence School Department does not discriminate on the basis of age, sex, sexual orientation, race, religion, national origin, color or handicap in accordance with applicable laws and regulations



ARCHITECT / ENGINEER REQUEST FOR PAYMENT

Ai3 Architects, Inc.
526 Boston Post Road
Wayland, MA 01778

East Providence School District
ATTN: Mr. Craig T. Enos, Director of Finance
145 Taunton Avenue
East Providence, RI 02914

Telephone: 508-358-0790
Fax: 508-358-0791

Telephone: (401) 383-2224
Email: cenos@epschoolsri.com

Contract for: East Providence High School

Period Ending: **November 30, 2019**
BASIC SERVICES
Invoice 0013B-1801.00

Project Phase	Approved Budget	Percent of Total	Previously Approved Payments	Request This Period	Total Complete to Date	% Complete	Balance to Finish
Schematic Design Phase	\$ 1,999,831.00	13.00%	\$ 1,999,831.00	\$ -	\$ 1,999,831.00	100.00%	\$ -
Design Development Phase	\$ 3,691,995.00	24.00%	\$ 3,691,995.00	\$ -	\$ 3,691,995.00	100.00%	\$ -
Construction Documents Phase	\$ 5,691,826.00	37.00%	\$ 3,782,410.00	\$ 954,708.00	\$ 4,737,118.00	83.23%	\$ 954,708.00
Procurement Phase	\$ 461,499.00	3.00%	\$ 184,869.60	\$ 46,419.90	\$ 231,289.50	50.12%	\$ 230,209.50
Construction Phase	\$ 3,538,162.00	23.00%	\$ 489,899.36	\$ 122,474.84	\$ 612,374.20	17.31%	\$ 2,925,787.80
Totals	\$ 15,383,313.00	100.00%	\$ 10,149,004.96	\$ 1,123,602.74	\$ 11,272,607.70	73.28%	\$ 4,110,705.30

Architect:
Firm: Ai3 Architects, Inc.

Reviewed: Project Manager
Firm: Peregrine Group LLC / CGA Project Management

Approved:
LGU: East Providence School District

By: 
Date: 12-2-19

By: _____
Date: _____

By: EPHS Building Committee
Date: 12/1/19

526 Boston Post Road Wayland, MA 01778



P 508.358.0790

F 508.358.0791

www.ai3architects.com

Reviewed E. Andrutis
12/03/2019 8:43:31 AM

EP School Committee 12/10/19



ARCHITECT / ENGINEER REQUEST FOR PAYMENT

Ai3 Architects, Inc.
526 Boston Post Road
Wayland, MA 01778

East Providence School District
ATTN: Mr. Craig T. Enos, Director of Finance
145 Taunton Avenue
East Providence, RI 02914

Telephone: 508-358-0790
Fax: 508-358-0791

Telephone: (401) 383-2224
Email: cenos@epschoolsri.com

Contract for: East Providence High School

Period Ending: **November 30, 2019**
EXTRA SERVICES
Invoice 0012E-1801.00

Project Phase	Approved Budget	Percent of Total	Previously Approved Payments	Request This Period	Total Complete to Date	% Complete	Balance to Finish
Site Surveyor - Topographical & Boundary Survey	\$ 50,215.00	8.27%	\$ 50,215.00	\$ -	\$ 50,215.00	100.00%	\$ -
Geotechnical Investigation, Subsurface Explorations, Recommendations, and Report	\$ 100,782.00	16.61%	\$ 92,774.00	\$ -	\$ 92,774.00	92.05%	\$ 8,008.00
Traffic Survey, Analysis, Recommendations, and Report	\$ 40,656.00	6.70%	\$ 21,954.24	\$ 13,823.04	\$ 35,777.28	88.00%	\$ 4,878.72
Hydrant Flow Testing	\$ 3,449.00	0.57%	\$ 3,448.50	\$ -	\$ 3,448.50	100.00%	\$ 0.50
Regulatory Permitting	\$ 22,385.00	3.69%	\$ 16,564.91	\$ 3,581.60	\$ 20,146.51	90.00%	\$ 2,238.49
Environmental Permitting	\$ 9,983.00	1.65%	\$ 5,579.20	\$ 1,098.08	\$ 6,677.28	66.89%	\$ 3,305.72
Environmental Engineering	\$ 72,702.00	11.98%	\$ 72,701.21	\$ -	\$ 72,701.21	100.00%	\$ 0.79
Hazardous Materials Destructive and Roofing Testing	\$ 3,080.00	0.51%	\$ 3,080.00	\$ -	\$ 3,080.00	100.00%	\$ -
Hazardous Materials Inspection and Design: Investigation, Recommendations, Quantity Analysis, Report, and Specifications	\$ 5,720.00	0.94%	\$ 3,850.00	\$ -	\$ 3,850.00	67.31%	\$ 1,870.00
Hazardous Materials Construction Monitoring and Air Sampling	\$ 203,500.00	33.53%	\$ 27,500.00	\$ -	\$ 27,500.00	13.51%	\$ 176,000.00
Hazardous Materials: CTC Building	\$ 1,210.00	0.20%	\$ 1,210.00	\$ -	\$ 1,210.00	100.00%	\$ -
Phase 2: Geoenvironmental Analysis of Soils for Contamination and Disposal Restrictions (ONLY if required)	\$ 16,000.00	2.64%	\$ -	\$ -	\$ -		\$ 16,000.00
Preparation of Educational Specifications	included at no additional charge						
Programming and Conceptual Design for Renovation of the Existing CTC Building	included at no additional charge						
Amendment No. 001: Environmental Engineering	\$ 77,165.00	12.72%	\$ 28,061.00	\$ 23,661.00	\$ 51,722.00	67.03%	\$ 25,443.00
Totals	\$ 606,847.00	100.00%	\$ 328,938.06	\$ 42,163.72	\$ 369,101.78	60.82%	\$ 237,745.22

Architect:
Firm: Ai3 Architects, Inc.

Reviewed: Project Manager
Firm: Peregrine Group LLC / CGA Project Management

Approved:
LGU: East Providence School District

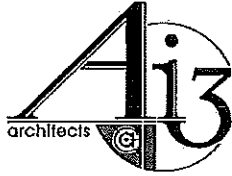
By: [Signature]
Date: 12-2-19

By: _____
Date: _____

By: EPHS Building Committee
Date: 12/9/19

Reviewed E. Andrutis
12/03/2019 8:44:35 AM

EP School Committee
12/10/19



November 30, 2019

Mr. Sam Bradner
Peregrine Group LLC
20 Newman Avenue
Rumford Center, Building #3
Suite 1005
Rumford, RI 02916

Dear Sam,

The following invoice is for Traverse Landscape Architect's time spent-to-date on the "Traffic Survey, Analysis, Recommendations, and Report" item for the East Providence High School:

TRAVERSE LANDSCAPE ARCHITECTS	
<u>11/01/19 Invoice #2859 Task 5.0 – East Providence High School</u>	<u>\$ 12,566.40</u>
SUBTOTAL	\$ 12,566.40

Designer Fees associated with the coordination and execution of these services
as per the not-to-exceed fee as identified in the Contract for Designer Services: \$ 1,256.64

This GRAND TOTAL amount of **\$13,823.04** is shown in our Architect / Engineer Request For Payment 0012E-1801.00 for the period ending November 30, 2019 for EXTRA Services.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Baker', is written over a horizontal line.

Kristen Baker, Associate | Office Manager
Ai3 Architects, Inc.

cc: Craig Enos, EPSD
Dan Tavares, CGA
James Jordan, Ai3
Scott Dunlap, Ai3





TRAVERSE

landscape architects

DATE	INVOICE#
11/1/2019	2859
TERMS	DUE DATE
Net 30	12/1/2019

Traverse Landscape Architects
150 Chestnut Street, 4th Floor
Providence, RI 02903

Project: East Providence High School-Schematic through Construction Observations
Period: September 1, 2019 to September 30, 2019

BILL TO:
Company: A13 Architects
Attn: Mr. Scott Dunlap
Address: 526 Boston Post Road
Wayland, MA 01778

AMOUNT DUE	ENCLOSED
\$ 38,330.65	

Please refer to A13 location and refer to the work order.

Task	Fee	% Complete	Earned	Project #	
				K1006	Billing
1.0 Land Survey	\$ 45,650.00	100%	\$ 45,650.00	\$ -	\$ -
2.0 Hydrant Flow Test	\$ 3,135.00	100%	\$ 3,135.00	\$ -	\$ -
3.0 Regulatory Permitting	\$ 20,350.00	90%	\$ 18,315.00	\$ 3,256.00	\$ -
4.0 Environmental Permitting	\$ 9,075.00	67%	\$ 6,080.25	\$ 998.25	\$ -
5.0 Traffic Engineering	\$ 36,960.00	88%	\$ 32,524.80	\$ 12,566.40	\$ -
6.0 Environmental Engineering	\$ 66,092.00	100%	\$ 66,092.00	\$ -	\$ -
Total Fee	\$ 181,262.00		Total Billing	\$ 16,820.65	

Outstanding Invoices:

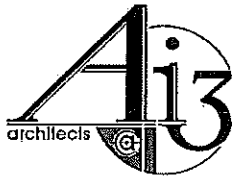
Invoice #	Date	Amount
2808	9/2/2019	\$ 18,158.10
2805	9/2/2019	\$ 5,481.85

11/30/19
00126-1801.00

Amendment #2

1.0 Notification of Release	\$ 4,400.00	100%	\$ 4,400.00	\$ -	\$ -
2.0 Site Investigation Report/Remedial Action Work Plan Development	\$ 18,700.00	80%	\$ 14,960.00	\$ -	\$ -
3.0 Public Notice Pursuant to Item #3 of the Letter of Responsibility	\$ 2,750.00	90%	\$ 2,475.00	\$ 2,475.00	\$ -
4.0 Technical Specification preparation for Early Sitework Package	\$ 5,500.00	90%	\$ 4,950.00	\$ 1,650.00	\$ -
5.0 On-Site Construction Observation	\$ 28,500.00	71%	\$ 20,235.00	\$ 17,385.00	\$ -
6.0 Close-Out Documentation/ELUR	\$ 10,300.00	0%	\$ -	\$ -	\$ -
Total Fee	\$ 70,150.00		Total Amendment #2	\$ 21,510.00	

11/30/19
00126-1801.00



November 30, 2019

Mr. Sam Bradner
Peregrine Group LLC
20 Newman Avenue
Rumford Center, Building #3
Suite 1005
Rumford, RI 02916

Dear Sam,

The following invoice is for Traverse Landscape Architect's time spent-to-date on the "Regulatory Permitting" item for the East Providence High School:

TRAVERSE LANDSCAPE ARCHITECTS	
<u>11/01/19 Invoice #2859 Task 3.0 – East Providence High School</u>	<u>\$ 3,256.00</u>
SUBTOTAL	\$ 3,256.00

Designer Fees associated with the coordination and execution of these services as per the not-to-exceed fee as identified in the Contract for Designer Services:	\$ 325.60
---	-----------

This GRAND TOTAL amount of **\$3,581.60** is shown in our Architect / Engineer Request For Payment 0012E-1801.00 for the period ending November 30, 2019 for EXTRA Services.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Baker', written over a horizontal line.

Kristen Baker, Associate | Office Manager
Ai3 Architects, Inc.

cc: Craig Enos, EPSD
Dan Tavares, CGA
James Jordan, Ai3
Scott Dunlap, Ai3





TRAVERSE

landscape architects

DATE	INVOICE#
11/1/2019	2859
TERMS	DUE DATE
Net 30	12/1/2019

Traverse Landscape Architects
 150 Chestnut Street, 4th Floor
 Providence, RI 02903

Project: East Providence High School-Schematic through Construction Observations
 Period: September 1, 2019 to September 30, 2019

BILL TO:
Company: AIB Architects
Attn: Mr. Scott Dunlap
Address: 526 Boston Post Road
Wayland, MA 01778

AMOUNT DUE	ENCLOSED
\$ 38,330.65	

Please e-mail us for further information with your payment.

Task	Fee	% Complete	Earned	Project #	
				K1006	Billing
1.0 Land Survey	\$ 45,650.00	100%	\$ 45,650.00	\$ -	\$ -
2.0 Hydrant Flow Test	\$ 3,135.00	100%	\$ 3,135.00	\$ -	\$ -
3.0 Regulatory Permitting	\$ 20,350.00	90%	\$ 18,315.00	\$ 3,256.00	\$ -
4.0 Environmental Permitting	\$ 9,075.00	67%	\$ 6,080.25	\$ 998.25	\$ -
5.0 Traffic Engineering	\$ 36,960.00	88%	\$ 32,524.80	\$ 12,566.40	\$ -
6.0 Environmental Engineering	\$ 66,092.00	100%	\$ 66,092.00	\$ -	\$ -
Total Fee	\$ 181,262.00		Total Billing	\$ 16,820.65	

11/30/19
 0012E-1801.00

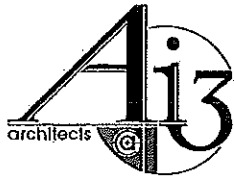
Outstanding Invoices:

Invoice #	Date	Amount
2808	9/2/2019	\$ 18,158.10
2805	9/2/2019	\$ 5,481.85

Amendment #2

1.0 Notification of Release	\$ 4,400.00	100%	\$ 4,400.00	\$ -	\$ -
2.0 Site Investigation Report/Remedial Action	\$ 18,700.00	80%	\$ 14,960.00	\$ -	\$ -
Work Plan Development		0%	\$ -	\$ -	\$ -
3.0 Public Notice Pursuant to Item #3 of the Letter of Responsibility	\$ 2,750.00	90%	\$ 2,475.00	\$ 2,475.00	\$ -
4.0 Technical Specification preparation for Early Sitework Package	\$ 5,500.00	90%	\$ 4,950.00	\$ 1,650.00	\$ -
5.0 On-Site Construction Observation	\$ 28,500.00	71%	\$ 20,235.00	\$ 17,385.00	\$ -
6.0 Close-Out Documentation/ELUR	\$ 10,300.00	0%	\$ -	\$ -	\$ -
Total Fee	\$ 70,150.00		Total Amendment #2	\$ 21,510.00	

11/30/19
 0012E-1801.00



November 30, 2019

Mr. Sam Bradner
Peregrine Group LLC
20 Newman Avenue
Rumford Center, Building #3
Suite 1005
Rumford, RI 02916

Dear Sam,

The following invoice is for Traverse Landscape Architect's time spent-to-date on the "Environmental Permitting" item for the East Providence High School:

TRAVERSE LANDSCAPE ARCHITECTS	
<u>11/01/19 Invoice #2859 Task 4.0 – East Providence High School</u>	<u>\$ 998.25</u>
SUBTOTAL	\$ 998.25

Designer Fees associated with the coordination and execution of these services
as per the not-to-exceed fee as identified in the Contract for Designer Services: \$ 99.83

This GRAND TOTAL amount of **\$1,098.08** is shown in our Architect / Engineer Request For Payment 0012E-1801.00 for the period ending November 30, 2019 for EXTRA Services.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Baker', written in a cursive style.

Kristen Baker, Associate | Office Manager
Ai3 Architects, Inc.

cc: Craig Enos, EPSD
Dan Tavares, CGA
James Jordan, Ai3
Scott Dunlap, Ai3





TRAVERSE

landscape architects

DATE	INVOICE#
11/1/2019	2859
TERMS	DUE DATE
Net 30	12/1/2019

Traverse Landscape Architects
150 Chestnut Street, 4th Floor
Providence, RI 02903

Project: East Providence High School-Schematic through Construction Observations
Period: September 1, 2019 to September 30, 2019

BILL TO:
Company: A13 Architects
Attn: Mr. Scott Dunlap
Address: 526 Boston Post Road
Wayland, MA 01778

AMOUNT DUE	ENCLOSED
\$ 38,330.65	

Please check top portion of invoice with your payment

Task	Fee	% Complete	Earned	Project #	
				K1006	Billing
1.0 Land Survey	\$ 45,650.00	100%	\$ 45,650.00	\$ -	\$ -
2.0 Hydrant Flow Test	\$ 3,135.00	100%	\$ 3,135.00	\$ -	\$ -
3.0 Regulatory Permitting	\$ 20,350.00	90%	\$ 18,315.00	\$ 3,256.00	\$ -
4.0 Environmental Permitting	\$ 9,075.00	67%	\$ 6,080.25	\$ 998.25	\$ -
5.0 Traffic Engineering	\$ 36,960.00	88%	\$ 32,524.80	\$ 12,566.40	\$ -
6.0 Environmental Engineering	\$ 66,092.00	100%	\$ 66,092.00	\$ -	\$ -
Total Fee	\$ 181,262.00		Total Billing	\$ 16,820.65	

Outstanding Invoices:

Invoice #	Date	Amount
2808	9/2/2019	\$ 18,158.10
2805	9/2/2019	\$ 5,481.85

11/30/19

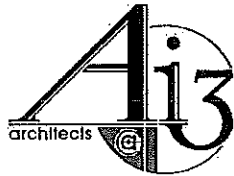
0012E-1801.00

Amendment #2

1.0 Notification of Release	\$ 4,400.00	100%	\$ 4,400.00	\$ -	\$ -
2.0 Site Investigation Report/Remedial Action Work Plan Development	\$ 18,700.00	80%	\$ 14,960.00	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
3.0 Public Notice Pursuant to Item #3 of the Letter of Responsibility	\$ 2,750.00	90%	\$ 2,475.00	\$ 2,475.00	\$ -
4.0 Technical Specification preparation for Early Sitework Package	\$ 5,500.00	90%	\$ 4,950.00	\$ 1,650.00	\$ -
5.0 On-Site Construction Observation	\$ 28,500.00	71%	\$ 20,235.00	\$ 17,385.00	\$ -
6.0 Close-Out Documentation/ELUR	\$ 10,300.00	0%	\$ -	\$ -	\$ -
Total Fee	\$ 70,150.00		Total Amendment #2	\$ 21,510.00	

11/30/19

0012E-1801.00



November 30, 2019

Mr. Sam Bradner
Peregrine Group LLC
20 Newman Avenue
Rumford Center, Building #3
Suite 1005
Rumford, RI 02916

Dear Sam,

The following invoice is for Traverse Landscape Architects' time spent-to-date on the "Amendment No. 001: Environmental Engineering" item for the East Providence High School:

TRAVERSE LANDSCAPE ARCHITECTS	
<u>11/01/19 Invoice #2859 Amendment #2 – East Providence High School</u>	<u>\$ 21,510.00</u>
SUBTOTAL	\$ 21,510.00

Designer Fees associated with the coordination and execution of these services
as per the not-to-exceed fee as identified in the Contract for Designer Services: \$ 2,151.00

This GRAND TOTAL amount of **\$23,661.00** is shown in our Architect / Engineer Request For Payment 0012E-1801.00 for the period ending November 30, 2019 for EXTRA Services.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Baker', is written over a light blue horizontal line.

Kristen Baker, Associate | Office Manager
Ai3 Architects, Inc.

cc: Craig Enos, EPSD
Dan Tavares, CGA
James Jordan, Ai3
Scott Dunlap, Ai3





TRAVERSE

landscape architects

DATE	INVOICE#
11/1/2019	2859
TERMS	DUE DATE
Net 30	12/1/2019

Traverse Landscape Architects
150 Chestnut Street, 4th Floor
Providence, RI 02903

Project: East Providence High School-Schematic through Construction Observations
Period: September 1, 2019 to September 30, 2019

BILL TO:
Company: A13 Architects
Attn: Mr. Scott Dunlap
Address: 526 Boston Post Road
Wayland, MA 01778

AMOUNT DUE	ENCLOSED
\$ 38,330.65	

Please do not photocopy, reproduce, or distribute without your permission.

Task	Fee	% Complete	Earned	Project #	
				K1006	Billing
1.0 Land Survey	\$ 45,650.00	100%	\$ 45,650.00	\$ -	\$ -
2.0 Hydrant Flow Test	\$ 3,135.00	100%	\$ 3,135.00	\$ -	\$ -
3.0 Regulatory Permitting	\$ 20,350.00	90%	\$ 18,315.00	\$ 3,256.00	\$ -
4.0 Environmental Permitting	\$ 9,075.00	67%	\$ 6,080.25	\$ 998.25	\$ -
5.0 Traffic Engineering	\$ 36,960.00	88%	\$ 32,524.80	\$ 12,566.40	\$ -
6.0 Environmental Engineering	\$ 66,092.00	100%	\$ 66,092.00	\$ -	\$ -
Total Fee	\$ 181,262.00		Total Billing	\$ 16,820.65	

11/30/19

00126-1801.00

Outstanding Invoices:

Invoice #	Date	Amount
2808	9/2/2019	\$ 18,158.10
2805	9/2/2019	\$ 5,481.85

Amendment #2

1.0 Notification of Release	\$ 4,400.00	100%	\$ 4,400.00	\$ -	\$ -
2.0 Site Investigation Report/Remedial Action Work Plan Development	\$ 18,700.00	80%	\$ 14,960.00	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
3.0 Public Notic Pursuant to Item #3 of the Letter of Reponsibility	\$ 2,750.00	90%	\$ 2,475.00	\$ 2,475.00	\$ -
4.0 Technical Specification preparation for Early Sitework Package	\$ 5,500.00	90%	\$ 4,950.00	\$ 1,650.00	\$ -
5.0 On-Site Construction Observation	\$ 28,500.00	71%	\$ 20,235.00	\$ 17,385.00	\$ -
6.0 Close-Out Documentation/ELUR	\$ 10,300.00	0%	\$ -	\$ -	\$ -
Total Fee	\$ 70,150.00		Total Amendment #2	\$ 21,510.00	

11/30/19

00126-1801.00



Invoice Statement

November 30, 2019

Mr. Sam Bradner
Peregrine Group LLC
20 Newman Avenue
Rumford Center, Building #3
Suite 1005
Rumford, RI 02916

Ai3 Architects Project No. 1801.00

Invoice No. **0007R-1801.00**
Reimbursable Expenses – **East Providence High School**

The following reimbursable expenses are submitted for payment as per the provisions of Article 11.8 of the Designer Services Contract.

For the printing and delivery of EPHS drawings and specs for ADA and Board of Health review.

ANDREW T. JOHNSON CO., INC.
Invoice #IVC117848 – East Providence High School \$ 1,097.94
SUBTOTAL \$ 1,097.94

For the printing and delivery of EPHS Design Development reports.

ANDREW T. JOHNSON CO., INC.
Invoice #IVC117718 – East Providence High School \$ 320.52
SUBTOTAL \$ 320.52

For the printing and delivery of EPHS permit sets for Fire Department and Building Inspector.

ANDREW T. JOHNSON CO., INC.
Invoice #IVC117850 – East Providence High School \$ 6,849.57
SUBTOTAL \$ 6,849.57

GRAND TOTAL THIS INVOICE

\$ 8,268.03

Reviewed E. Andrutis
12/03/2019 8:46:24 AM

EPHS Building Committee
12/19/19

Ed School Committee
12/10/19

INVOICE

ANDREW T. JOHNSON CO., INC.

15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax



Bill To:

AI3 ARCHITECTS LLC
526 BOSTON POST ROAD
WAYLAND MA 01778

Ship To:

SEE BELOW

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice
EPHS		000000010750		11/19/2019	SEE BELOW	Net 30	11/19/2019	IVC117850
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
5,896	5,896	0	4002A-100	11-14-19 / Justin Thibeault East Providence High School (Vol. #1): 1,474 Originals For 4 Sets = 5,896 Xerox 8-1.2x11, 2-Sided	\$0.0000	\$0.0900	\$530.64	
5,256	5,256	0	4002A-100	(Vol. #2): 1,314 Originals For 4 Sets = 5,256 Xerox 8-1/2x11, 2-Sided	\$0.0000	\$0.0900	\$473.04	
24	24	0	4002C-100	6 Originals For 4 Sets = 24 Xerox 11x17	\$0.0000	\$0.2700	\$6.48	
24	24	0	800F-100	Fan Fold 11x17's	\$0.0000	\$0.0750	\$1.80	
8	8	0	4002LC1-100	Color Copies 8-1/2x11 onto Front Covers	\$0.0000	\$0.7900	\$6.32	
8	8	0	300A-100	White Back Covers	\$0.0000	\$0.7000	\$5.60	
8	8	0	100F-100	Screwpost Bind	\$0.0000	\$2.2000	\$17.60	
4,806	4,806	0	4008A-100	(Vol. #1): 534 Plots onto Bond 30x42 - 4,806 Total Sqft.	\$0.0000	\$0.3500	\$1,682.10	
14,418	14,418	0	4009A-100	534 Originals For 3 Sets = 1,602 E/Prints 30x42 - 14,418 Total Sqft.	\$0.0000	\$0.0800	\$1,153.44	
3,843	3,843	0	4008A-100	(Vol. #2): 427 Plots onto Bond 30x42 - 3,843 Total Sqft.	\$0.0000	\$0.3500	\$1,345.05	
11,529	11,529	0	4009A-100	427 Originals For 3 Sets = 1,281 E/Prints 30x42 - 11,529 Total Sqft.	\$0.0000	\$0.0800	\$922.32	
8	8	0	100F-100	Screwpost Bind	\$0.0000	\$2.2000	\$17.60	
1	1	0	4005B-100	Deliver (East Providence Fire Department, Captain Botelho)	\$0.0000	\$134.7500	\$134.75	
1	1	0	4005B-100	Deliver (City of Providence - Robb Walker, East Providence, RI)	\$0.0000	\$142.7100	\$142.71	
1	1	0	4005B-100	Additional Delivery to Providence City Hall (Wrong Address Given)	\$0.0000	\$25.0000	\$25.00	

*EPHS permit sets
(2 to Fire Dept,
2 to Bldg Inspector)*

Subtotal	\$6,464.45
Tax	\$385.12
Total	\$6,849.57

Please provide account numbers and/or invoice numbers when making payments. Thank you.

*11/30/19
0007R-1801.00*

INVOICE

ANDREW T. JOHNSON CO., INC.

15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax



Bill To:

Ai3 ARCHITECTS LLC
526 BOSTON POST ROAD
WAYLAND MA 01778

Ship To:

SEE BELOW

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice
EPHS		000000010750		11/18/2019	SEE BELOW	Net 30	11/18/2019	IVC117848
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
1,359	1,359	0	4008A-100	11-18-19 / Justin Thibeault East Providence High School: 151 Plots onto Bond 30x42 - 1,359 Total Sqft.	\$0.0000	\$0.3500	\$475.65	
1	1	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$1.50	
14	14	0	4002LC1-100	Color Copies 8-1/2x11, 2-Sided (Vol. #1)	\$0.0000	\$0.3900	\$5.46	
170	170	0	4002LC1-100	Color Copies 8-1/2x11, 2-Sided (Vol. #2)	\$0.0000	\$0.3900	\$66.30	
2	2	0	800B-100	Staple	\$0.0000	\$0.0300	\$0.06	
414	414	0	4008A-100	46 Plots onto Bond 30x42 - 414 Total Sqft.	\$0.0000	\$0.3500	\$144.90	
828	828	0	4009A-100	46 Originals For 2 Sets = 92 E/Prints 30x42 828 Total Sqft.	\$0.0000	\$0.0800	\$66.24	
3	3	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$4.50	
924	924	0	4002A-100	(Vol. #1): 308 Originals For 3 Sets = 924 Xerox 8-1/2x11, 2-Sided	\$0.0000	\$0.0900	\$83.16	
732	732	0	4002A-100	Xerox 8-1/2x11, 2-Sided (Vol. #2)	\$0.0000	\$0.0900	\$65.88	
504	504	0	4002A-100	Xerox 8-1/2x11, 2-Sided (Vol. #3)	\$0.0000	\$0.0900	\$45.36	
9	9	0	300A-100	Covers Front & Back	\$0.0000	\$1.4000	\$12.60	
9	9	0	100F-100	Screwpost Bind	\$0.0000	\$2.2000	\$19.80	
1	1	0	UPS	UPS (GROUND) - Governor's Commission on Disabilities, Cranston, RI & RI Dept. of Health Center for Food Protection, Providence, RI	\$0.0000	\$44.5700	\$44.57	
<i>EPHS sets for ADA and BOH review</i>								
Subtotal							\$1,035.98	
Tax							\$61.96	
Total							\$1,097.94	

Please provide account numbers and/or invoice numbers when making payments. Thank you.

11/30/19
0007R - 1801.00

INVOICE

ANDREW T. JOHNSON CO., INC.

15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax



Bill To:

Ai3 ARCHITECTS LLC
526 BOSTON POST ROAD
WAYLAND MA 01778

Ship To:

Ai3 ARCHITECTS LLC
JAMES JORDAN
526 BOSTON POST ROAD
WAYLAND MA 01778

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice
EPHS		000000010750		11/11/2019	COURIER	Net 30	11/11/2019	IVC117718
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
540	540	0	4002LC1-100	11-7-19 / James Jordan East Providence High School Reports: 540 Color Coples 8-1/2x11	\$0.0000	\$0.3900	\$210.60	
92	92	0	4002LC3-100	Color Copies 11x17	\$0.0000	\$0.5900	\$54.28	
92	92	0	800F-100	Fan Fold 11x17's	\$0.0000	\$0.0750	\$6.90	
30	30	0	600C-100	Xerox onto Tabs 9x11	\$0.0000	\$0.4500	\$13.50	
10	10	0	600C-100	Tabs 9x11 (inserted)	\$0.0000	\$0.1000	\$1.00	
1	1	0	800A-100	3 Hole Punch	\$0.0000	\$5.5000	\$5.50	
1	1	0	4005B-100	Delivery (See Ship to)	\$0.0000	\$10.5000	\$10.50	
<p><i>2 copies EPHS DD report</i></p>								
Subtotal							\$302.28	
Tax							\$18.24	
Total							\$320.52	

Please provide account numbers and/or invoice numbers when making payments. Thank you.

11/30/19
0007R-1801.00



7 Jackson Walkway
Providence, RI 02903

December 2, 2019

Mr. Craig Enos, Director of Finance
Finance Office, Room 307
145 Taunton Ave
East Providence, RI 02914

**Re: East Providence High School
Invoice # J08199.000-6**

Dear Mr. Enos:

Enclosed please find Gilbane's requisition number six (6) for services rendered for period ending 11/30/19.

Please remit payment of **\$995,889.19** within thirty (30) days to:

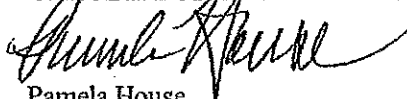
Wire Transfers:
Gilbane Building Company
Bank of America
111 Westminster Street
Providence, RI 02903
Account No. 0105301627
ABA No. 0260-0959-3

ACH Transmissions:
Gilbane Building Company
Bank of America
111 Westminster Street
Providence, RI 02903
Account No. 0105301627
ABA No. 011500010

Check Payments:
Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

Should you have any questions regarding this invoice, please feel free to contact me at 401-456-5841.

Sincerely,
GILBANE BUILDING COMPANY


Pamela House
Project Controller

OK EPHS Building Committee 12/9/19
OK EPHS S Committee 12/10/19

cc: File

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest cent. Use Column I on Contracts where variable retainage for line items may apply.

CONTRACT FOR : East Providence High School

PAGE: 4

APPLICATION NUMBER : 6

APPLICATION DATE : 11/30/2019

PERIOD TO : 11/30/2019

PROJECT NO : J08199.000

PROJECT : East Providence High School

A ITEM NO.	B DESCRIPTION OF WORK	C			D E		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER-% (G / C)	H BALANCE TO FINISH	I RETAINAGE
		SCHEDULED			WORK COMPLETED (D+E)						
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
000	<i>East Providence High School</i>										
000.98.9	<i>Payment & Performance Bond</i>										
000.995.99	Payment & Performance Bond	266,420.12	0.00	266,420.12	159,521.00	0.00	0.00	159,521.00	60%	106,899.12	0.00
000.98.9	<i>Payment & Performance Bond Total:</i>	<u>266,420.12</u>	<u>0.00</u>	<u>266,420.12</u>	<u>159,521.00</u>	<u>0.00</u>	<u>0.00</u>	<u>159,521.00</u>	<u>60%</u>	<u>106,899.12</u>	<u>0.00</u>
000.99.9	<i>Fee</i>										
000.999.99	Fee	452,713.45	0.00	452,713.45	55,417.97	19,300.82	0.00	74,718.79	17%	377,994.66	0.00
000.99.9	<i>Fee Total:</i>	<u>452,713.45</u>	<u>0.00</u>	<u>452,713.45</u>	<u>55,417.97</u>	<u>19,300.82</u>	<u>0.00</u>	<u>74,718.79</u>	<u>17%</u>	<u>377,994.66</u>	<u>0.00</u>
000	<i>East Providence High School Total:</i>	<u>33,267,444.99</u>	<u>0.00</u>	<u>33,267,444.99</u>	<u>3,789,950.16</u>	<u>1,035,945.62</u>	<u>0.00</u>	<u>4,825,895.78</u>	<u>15%</u>	<u>28,441,549.21</u>	<u>160,063.80</u>
	<i>Total:</i>	<u>33,267,444.99</u>	<u>0.00</u>	<u>33,267,444.99</u>	<u>3,789,950.16</u>	<u>1,035,945.62</u>	<u>0.00</u>	<u>4,825,895.78</u>	<u>15%</u>	<u>28,441,549.21</u>	<u>160,063.80</u>
PROJECT TOTAL :		33,267,444.99	0.00	33,267,444.99	3,789,950.16	1,035,945.62	0.00	4,825,895.78	15%	28,441,549.21	160,063.80

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of East Providence

PROJECT: East Providence High School

145 Taunton Avenue
East Providence, RI
02914 US

145 TAUNTON AVE
EAST PROVIDENCE, RI
02914

APPLICATION NO.: 6
PERIOD TO :30-NOV-19
PROJECT NOS.:J08199.000

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Gilbane Building Company
7 Jackson Walkway
Providence, RI, 02903 US

ARCHITECT:

CONTRACT DATE :29-JUN-18

CONTRACT FOR: East Providence High School

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	33,267,444.99
2. Net change by change orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	33,267,444.99
4. TOTAL COMPLETED & STORED TO DATE	\$	4,825,895.78
(Column G on G703)		
5. RETAINAGE:		
Total retainage Column I of G703)	\$	160,063.80
6. TOTAL EARNED LESS RETAINAGE	\$	4,665,831.98
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	3,869,942.79
8. CURRENT PAYMENT DUE	\$	995,889.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE .		
(Line 3 less Line 6)	\$	28,601,613.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	0.00	0.00
APPROVED THIS MONTH		
Number Date Approved		
CURRENT TOTAL	0.00	0.00
Net Change by Change Orders		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gilbane Building Company

By: [Signature] Date: 12/2/19

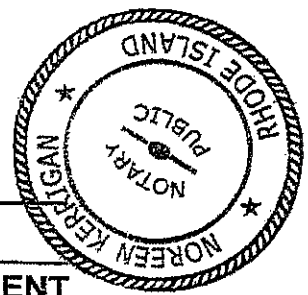
State of: Rhode Island

County of: Providence

Subscribed and sworn to before me this 2 day of Dec 2019

Notary Public: [Signature]

My Commission expires: 3/17/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 995,889.19

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: A3 Architects LLC

By: [Signature] Date: 12/2/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Peregrine Group LLC
 20 Newman Avenue, Ste. 1005
 Rumford, RI 02916
 (401) 270-0600
 Rumford Center Bldg. 3

Invoice

Date	Invoice #
11/30/2019	2019-0562

Bill To
East Providence School District 145 Taunton Avenue East Providence, RI 02914

Project

Terms	Due Date
	11/30/2019

Description	Amount
Real estate advisory and consulting services for November 2019 *Detail Attached	59,000.00
Total Due	\$59,000.00

If you have any questions about this invoice please call 401-270-0600 or email info@peregrinegrp.com.

PK
 EHS Building Committee
 12/9/19
 Ed School Committee 12/10/19

PEREGRINE



GROUP LLC

MEMORANDUM

To: EP District Office
From: Peregrine Group
Date: 12.1.19
Subj: **EPHS November Project Meetings/Activities**

- Committee Meetings and Preparation
 - 11.12.19 School Committee

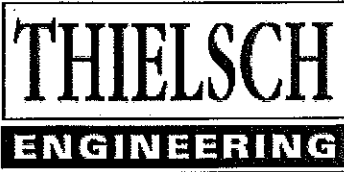
- Project Team Meetings
 - OAC/Team Coordination Meeting – 11.4.19
 - OAC/Team Coordination Meeting – 11.12.19
 - OAC/Team Coordination Meeting – 11.18.19
 - OAC/Team Coordination Meeting – 11.25.19

- Design Team Meetings
 - RIDE 75% Review Meeting – 11.5.19

- City Coordination
 - Meeting with Fire Chief – 11.4.19
 - Building Project Status Meeting – 11.13.19

- Construction/Contract Activities
 - RTA and ATP Coordination and Approval – 11.1 – 11.30.19
 - Scope Reviews – 11.1 – 11.30.19

- Construction Coordination Activities
 - On-Site Observation and Coordination 11.1 – 11.30.19
 - Abatement Walk-Thru of Existing Building – 11.27.19
 - Site Walk and Coordination with RIDE Bond Manager – 11.6.19



195 Frances Avenue
Cranston, RI 02910-2211

INVOICE

Invoice No. LSI028937
Date 12/2/2019
Order No. LSO029667
Shipper ID LSS029809
Order Type LAB SERVICES ORDER
Customer ID EAS021

BILL TO:	SHIP TO:
Craig Enos East Providence School Dept. 145 Taunton Avenue East Providence, RI 02914	Craig Enos East Providence School Dept. 145 Taunton Avenue East Providence, RI 02914

Notes: TEI Project No: CTS-74-19-0076
Construction Testing Services

PAGE 1

Project: East Providence High School
Project Location: East Providence, RI
Proposal#: TEI 74190246
Client: East Providence School District
Contact: Craig Enos / Dan Tavares

Billing Date: 11/1/19 - 11/30/19

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.
	BEST WAY		Craig Enos
ORDER DATE	TERMS	SALES PERSON	SITE
12/2/2019	NET 30		CRAN

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	DISC. %	EXT. PRICE
LTSCSASFT000000-CTS-74 Cross Trained QA/QC Inspector - Full Day	17.00	EACH	17.00	440.00	0.00	7,480.00
Notes: Concrete/Earthwork Technician: 11/1/19, 11/4/19, 11/5/19, 11/6/19, 11/7/19, 11/8/19, 11/12/19, 11/15/19, 11/18/19, 11/19/19, 11/20/19, 11/21/19 Concrete/Masonry Technician: 11/14/19, 11/22/19, 11/25/19, 11/26/19, 11/27/19						
LTSCSASFT000000-CTS-74 Soil Field Technician - Full Day	1.00	EACH	1.00	360.00	0.00	360.00
Notes: Service on: 11/13/19						
LTSCNUCLEDENGAU-CTS-74 Nuclear Moisture Density Gauge Fee	13.00	EACH	13.00	25.00	0.00	325.00
LTSCMISCELL0000-CTS-74	18.00	EACH	18.00	10.00	0.00	180.00

Continued

REMIT TO: THIELSCH ENGINEERING, INC. P.O. BOX 845327 BOSTON, MA 02284-5327

Tel: (401) 467-6454 Fax: (401) 467-2398

Federal ID #050405629



195 Frances Avenue
Cranston, RI 02910-2211

INVOICE

Invoice No. LSI028937
Date 12/2/2019
Order No. LSO029667
Shipper ID LSS029809
Order Type LAB SERVICES ORDER
Customer ID EAS021

BILL TO:	SHIP TO:
Craig Enos East Providence School Dept. 145 Taunton Avenue East Providence, RI 02914	Craig Enos East Providence School Dept. 145 Taunton Avenue East Providence, RI 02914

Notes: TEI Project No: CTS-74-19-0076
Construction Testing Services

PAGE 2

Project: East Providence High School
Project Location: East Providence, RI
Proposal#: TEI 74190246
Client: East Providence School District
Contact: Craig Enos / Dan Tavares

Billing Date: 11/1/19 - 11/30/19

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.			
	BEST WAY		Craig Enos			
ORDER DATE	TERMS	SALES PERSON	SITE			
12/2/2019	NET 30		CRAN			
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	DISC %	EXT. PRICE

Trip Charge						
LTSCCONCRETE4X8-CTS-74	138.00	EACH	138.00	15.00	0.00	2,070.00
Compressive Strength 4x8 Concrete Cylinders						
LTSCMSCSMC00000-CTS-74	9.00	EACH	9.00	15.00	0.00	135.00
Compressive Strength Mortar Cubes						
LTSCGROUTCUBES0-CTS-74	9.00	EACH	9.00	15.00	0.00	135.00
Compressive Strength of Grout Cubes						
LTSCGROUTPRISMS-CTS-74	12.00	EACH	12.00	20.00	0.00	240.00
Compressive Strength Grout Prisms						

<p>Reviewed E. Andrutis 12/03/2019 8:29:04 AM</p>	Sales Total	10,925.00
	Shipping & Handling	0.00
	Misc. Charges	0.00
	Tax Total	0.00
	Less Paid Amount	0.00
	TOTAL	10,925.00

REMIT TO: THIELSCH ENGINEERING, INC. P.O. BOX 845327 BOSTON, MA 02284-5327

Tel: (401) 467-6454 Fax: (401) 467-2398

Federal ID #050405629

AL
EPHS Building Committee
12/2/19
EE School Committee
12/01/19

**STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS**

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE
MAYOR TO PROVIDE FUNDING DUE TO THE
EAST PROVIDENCE SCHOOL DEPARTMENT**

WHEREAS, the City of East Providence (“The City”) and the East Providence School Department (“The Department”) have acknowledged funding due to The Department in an amount of approximately \$6.5 million; and

WHEREAS, this amount has been validated through multiple financial audits; and

WHEREAS, the East Providence City Council (“The Council”) and the East Providence School Committee (“The Committee”) held a joint meeting on November 19th 2019 to discuss, among other topics, a strategy to eliminate the amount due from The City to The Department; and

WHEREAS, the Committee, at that meeting, voted unanimously to request that the City pay the Department the amount due in equal increments over the course of the next four (4) years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of East Providence hereby authorizes the Mayor to pay the East Providence School Department the amount due, as of the date of this resolution, in four equal increments in each of Fiscal Years 2020, 2021, 2022 and 2023.

This resolution shall take effect upon passage.

Adopted by City Council: _____

Attest:

City Clerk of the City of East Providence, Rhode Island

Introduced by: Councilman Cahoon

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO PAY INVOICES
FOR PRECONSTRUCTION EXPENSES FOR THE NEW
EAST PROVIDENCE HIGH SCHOOL**

WHEREAS, the voters of the City of East Providence approved the passage of a bond for the construction of a new high school on November 6, 2018 in the amount of \$189,500,000; and

WHEREAS, the City is in the process of issuing the bonds for said project; and

WHEREAS, prior to the bonds being sold, the City has incurred and will continue to incur preconstruction expenses related to design and architectural review; and

WHEREAS, the School Department has requested payment of invoices for November 2019 from Ai3 Architects, Inc. in the amount of \$1,174,034.49, the Peregrine Group (the owner's program manager) in the amount of \$59,000.00, Gilbane Building Company in the amount of \$995,889.19, and Thielsch Engineering in the amount of \$10,925.00 for a total amount of \$2,239,848.68; and

WHEREAS, the City will be reimbursed for any outlay of funds from the bond proceeds or bond anticipation notes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence acting through and by the City Finance Director to pay the attached invoices not to exceed \$2,239,848.68.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Councilman Nathan Cahoon

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO CONVEY PROPERTY
LOCATED ON BEACH POINT DRIVE**

WHEREAS, the City Council of the City of East Providence is desirous of conveying property located on Beach Point Drive, Map 513, Block 59, Parcel 1; and

WHEREAS, Rhode Island General Laws §45-2-4 grants the City Council the authority to convey property; and

WHEREAS, the Mayor, by and through the office of the City Solicitor, has negotiated a Purchase & Sale Agreement for the property with said Purchase & Sale Agreement being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that:

- (1) The City Council of the City of East Providence authorizes the sale of the property consistent with the terms and conditions set forth in Exhibit A;
- (2) The Mayor is authorized to execute the Purchase & Sale Agreement on behalf of the City of East Providence;
- (3) The Mayor, by and through the office of the City Solicitor, is hereby empowered to execute any and all documents including but not limited to deed of transfer necessary to effectuate and perfect the sale of the property located on Beach Point Drive, Map 513, Block 59, Parcel 1.

This Resolution shall take effect upon passage.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ALLOCATE FUNDS TO PAY FOR
THE WIRE DROP/ELECTRICAL PROJECT IN RIVERSIDE SQUARE**

WHEREAS, the area of East Providence known as, Riverside Square is evolving as a popular gathering place within the City for community events; and

WHEREAS, the Riverside Square is an area of revitalization and economic development; and

WHEREAS, Riverside Square is in need of an electrical outlet specifically for a wire drop, to be used for its annual Christmas tree lighting on pole number 9231.

WHEREAS, responding to the Riverside Square community and in the spirit of creating a fully operable environment where residents from all over the City can participate and grow together as a community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to allocate \$3,500 from the Capital Improvement Fund towards this project in the spirit of community, economic development and revitalization of the Riverside Square neighborhood.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Councilman Ricardo Mourato

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE GRANTING OF AN
EASEMENT TO TIE INTO THE CITY'S PUBLIC SEWER SYSTEM**

WHEREAS, Elmwood Dodge Realty LLC, the owner of property located at 625 Taunton Avenue, Map 406, Block 6, Parcel 2 desires to tie into the City's public sewer system; and

WHEREAS, to accomplish the tie in, an easement is necessary over City-owned property as set forth in Exhibit A and the map attached hereto; and

WHEREAS, Rhode Island General Laws §45-2-4 empowers the City Council to grant interest in property.

NOW, THEREFORE BE IT RESOLVED,

- (1) The City Council of the City of East Providence authorizes the granting of an easement to tie into the City's public sewer system;
- (2) The Mayor, by and through the office of the City Solicitor, is hereby empowered to take all necessary steps to grant and perfect an easement consistent with Exhibit A and the map attached hereto.

This Resolution shall take effect upon passage.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by:

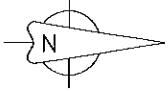
DESCRIPTION AND LOCATION OF EASEMENT

The right of easement over that certain tract or parcel of land, for the installation and maintenance of a sewer system and appurtenances thereto, that certain twenty (20) foot width easement located on the northwesterly part of said grantors property, from the northerly property line southerly to an existing sewer main, in the City of East Providence, County of Providence, State of Rhode Island, and delineated as Map 406 Block 6 Parcel 1, on the City of East Providence assessor maps.

“EXHIBIT A”

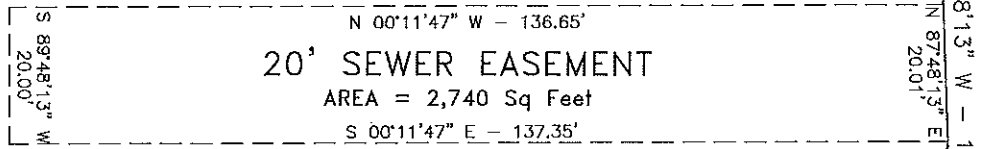
Beginning at a point on the northeasterly corner of the easement herein described, said point being seventy five and 99/100 (75.99) feet west along the northerly property line with a bearing of S 87°-48'-13" W from a drill hole, said drill hole shown set October 1978 on a plan recorded in Plat Book 24 Page 62, further described as on wall north of northwest corner of East Providence Vocational School building; thence turning S 00°-11'-47" E a distance of one hundred thirty seven and 35/100 (137.35) feet to a point; thence turning S 89°-48'-13" W a distance of twenty and 00/100 (20.00) feet to a point; thence turning N 00°-11'-47" W a distance of one hundred thirty six and 65/100 (136.65) feet to a point at the northerly property line of grantors property; thence turning N 87°-48'-13" E a distance of twenty and 01/100 (20.01) feet to a point along the northerly property line of grantors property to the point of beginning, having an area of two thousand seven hundred and forty (2,740) square feet of land.

Reference is hereby made to a plan entitled "Sewer Easement, East Providence High School Property, For The Use By Elmwood Dodge" Dated December 2019, Project # 2019190, Not To Scale" hereto attached and part hereof.

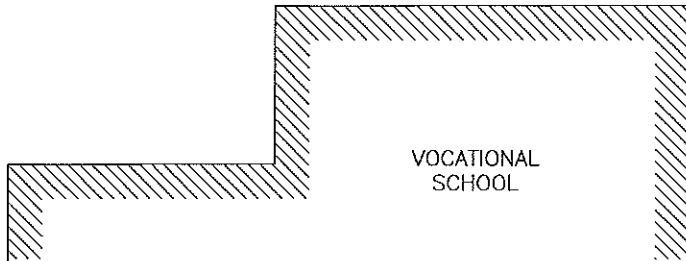


MAP 406
BLOCK 6
PARCEL 1
"Vocational School"

MAP 406
BLOCK 6
PARCEL 2
"Elmwood Dodge"



S 87°48'13" W - 184.97'
N 87°48'13" E - 20.01'
S 87°48'13" W - 75.99'



VOCATIONAL
SCHOOL

Drill Hole
(Set Oct. 1978 -
Plat Book 24 Page 62)



SEWER EASEMENT
EAST PROVIDENCE HIGH SCHOOL PROPERTY
FOR THE USE BY ELMWOOD DODGE

Date: December 2019 Project #: 2019190 ~Not to Scale ~