Click D to view the entire meeting or click any video icon below to jump to that section of the meeting.

CITY OF EAST PROVIDENCE

MINUTES-REGULAR COUNCIL MEETING TUESDAY, FEBRUARY 4, 2020 CALL TO ORDER: 7:00 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

Council President Britto called the meeting to order and requested a roll call of the Council. Councilman Cahoon was absent for roll call, but was available for Executive Session.

Member	Present	Absent
Cahoon		Χ
Mourato	Х	
Rodericks	Х	
Sousa	Х	
Britto	Х	

II. INVOCATION OF EXECUTIVE SESSION

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

The Council voted to go into Executive Session. The vote passed unanimously, 4-0, with Councilman Cahoon absent for the vote.

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

- a) Claims
 - 1. Eduardo Capelo
- b) Water and Sewer Abatements
 - 1. Roxanne DeBritto
- II. OPEN SESSION 🕒
- III. PLEDGE OF ALLEGIANCE Council President Britto request Ms. Candy Seel to lead the Pledge of Allegiance. 🕨
- IV. SEALING THE MINUTES FROM EXECUTIVE SESSION

Councilman Cahoon made the motion to seal the minutes from Executive Session.

Councilwoman Sousa seconded the motion.

Motion passes unanimously, 5-0.

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

VI. CONSENT CALENDAR 🕒

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

YEAR	AMOUNT
2013	\$180.86
2014	\$89.79
2015	\$94.05
2016	\$510.52
2017	\$475.77
2018	\$486.61
2019	\$30,852.66
TOTAL:	\$32,690.26

b) COUNCIL JOURNALS

January 21, 2020 - Regular and Executive Sessions

c) EVENTS

- 1. 2020 Coyote 5K Event Crescent Park Preservation Association, May 16, 2020 700 Bullocks Point
- 2. The Crazy Clam 5k Ocean State Multi Sport, March 22, 2020 East Providence Yacht Club

Councilman Cahoon voted to approve the Consent Calendar.

Councilwoman Sousa seconded the motion.

Motion passes unanimously, 5-0.

VII. LICENSING APPROVALS 🕒

- a) Class A Liquor License
 - Request for Transfer Clift Liquors, LLC transfer to Lintlop, LLC DBA: Clift Liquors

Continued to a date certain, February 18, 2020.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

b) Holiday Sales License

1. Lintlop, LLC DBA: Clift Liquors

Continued to a date certain, February 18, 2020.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. Crossfit Phillipsdale

Phillip Carol was present to represent his business. The address is 310 Bourne Avenue, Rumford 02916.

Motion to approve made by Councilwoman Sousa.

Motion seconded by Council Vice President Rodericks.

Motion passes unanimously, 5-0.

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

VIII. COMMUNICATIONS 🕒

1. Coyote 5K to Benefit, "Project Depot" at the Crescent Park Carousel

-Tracy Johnson, Carousel Manager

Ms. Johnson was available to speak briefly about the Carousel event.

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.

- 1. Lucy Pereira: spoke to change the operating times for gyms.
- 2. Steven Nowrocki: spoke in favor of Grassy Plains and not have organized sports
- 3. PJ Doppke: spoke regarding Grassy Plains
- 4. DJ Michalik: spoke regarding Grassy Plains
- 5. Rita Falguerra: spoke regarding Grassy Plains
- 6. Denise Javey: spoke regarding Grassy Plains
- 7. Mike Resendes: spoke regarding Grassy Plains
- 8. Steve Donahue: spoke regarding Grassy Plains

IX. APPOINTMENTS

Assistant Solicitor, Dylan Conley, issued his legal opinion that by the way of the East Providence City Charter these appointments are Mayoral appointments. The City Clerk was instructed by the Council to send these applications to the Mayor's office for his consideration. No vote was taken.

a) Carousel Commission: Maxwell Brandle

Regular Member

Term Appointment: 02/05/2020-02/04/2023 Sponsored by: Councilwoman Sousa

b) Carousel Commission: Lumena Rodriguez
 Alternate Member to Regular Member
 Term Appointment: 02/05/2020-02/04/2023
 Sponsored by: Councilman Mourato

X. COUNCIL COMMUNICATIONS

 East Providence High School Minority Oversight Committee Report, Discussion and Update Council President Britto

Council President gave an update on the progress of the committee. The next meeting is scheduled on February 19, 2020 in Conference Room A at City Hall. Start of meeting is 6:00 p.m.

b) Speed Cameras Community Meeting Announcement: February 19, 2020 7:00 p.m. in the Council Chambers Council President Britto

This meeting will actually take place on February 26, 2020 at 7:00 p.m. in the Council Chambers at City Hall. The City Clerk was instructed to advertise this in the local papers, the bulletin board at City Hall, the City Facebook page and website by the Council President.

 Grassy Plains Park Community Meeting (January 23, 2020) Update and Discussion Councilman Mourato

Councilman Mourato gave an update on the meeting, perspective and progress. This item was taken out of context by unanimous consent of the Council and placed after the Public Comment portion of the meeting.

 d) Carousel Approved Capital Budget Items Update Councilman Mourato

Councilman Mourato provided an update on the three projects of the Carousel: stabilization, new building for Blount Clam Shack and ice rink

e) East Providence Women's History Month (March 4, 2020) Announcement Councilwoman Sousa

Councilwoman Sousa made the announcement of the event that will take place in the Council Chambers from 11:00 a.m. until 1:00 p.m. The theme is, "Determined to Rise". More details to come at future meetings.

f) Community Meeting Announcement: February 26, 2020 6:00 p.m. at Weaver Library Councilwoman Sousa

Councilwoman Sousa made the announcement that this event will be held on Tuesday, February 25th and all are welcomed. Councilwoman Sousa mentioned speeding, trash, rodents, and other community concerns.

Revisions of Business Licensing Policy, Ordinances and Procedures Discussion Councilwoman Sousa

Councilwoman Sousa placed this on the docket to talk about businesses and the various licensees they can take in the City. Currently there are no set policies and procedures for maintaining these licenses. She would also like to how to proceed with violations and create regulations to ensure businesses are operating in alignment with ordinances, Charter and state regulations.

Assistant City Solicitor Conley shared perspective on show cause hearings, quasi judicial powers within the Council and other related items.

XI. CONTINUED BUSINESS

a) Discussion: Sewer Fees and Water Usage in Restaurants (Deduct Meters)
 Council Vice President Rodericks

Council Vice President will be meeting with the Director of Public Works Director and Policy Director, Marc Furtado tomorrow about this

issue. He has requested to defer to another meeting.

XII. NEW BUSINESS

a) Reports of Other City Officials

1. Dylan Conley, Assistant City Solicitor - Claims Committee Report

Council Vote:

Two unanimous votes made in Executive Session.

2. East Providence Fire Department

Council Vote:

TO AUTHORIZE THE MAYOR TO EXECUTE STRYKER EMERGENCY CARE'S CONTRACT FOR HEART MONITOR/DEFIBRILLATORS AND AED'S IN THE AMOUNT OF \$421,319.90

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

Move for unanimous consent for items 2, 3 and 4 by Councilwoman Sousa. Seconded by Councilman Cahoon. No role call made but unanimous consent was met.

Council Vice President Rodericks asked for clarification of if this amount includes the \$80,172 previously approved by the Council. Councilman Cahoon asked for clarification regarding contract language. Assistant Solicitor Conley stated that he will look into it and confirm.

Council Vice President Rodericks moved to approve. Councilwoman Sousa seconded the motion. Motion passes unanimously.

3. East Providence Fire Department

Council Vote:

TO AUTHORIZE THE MAYOR TO EXECUTE MOTOROLA INC.'S CONTRACT FOR PORTABLE AND MOBILE RADIOS IN THE AMOUNT OF \$452,296.06

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

Motion to approve by Councilwoman Sousa. Motion seconded by Councilman Cahoon. Motion passes unanimously.

4. Department of Public Works - Director, Steve Coutu

Council Vote:

Handicap Parking Zone Request – 94 Vine Street, East Providence

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

No questions for the Director. Motion to approve by Councilwoman Sousa. Councilman Cahoon and Councilman Mourato seconded the motion.

Motion passes unanimously.

b) Resolutions

1. <u>RESOLUTION</u> AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ADDENDUM WITH CDM SMITH, INC. FOR ADDITIONAL WORK RELATED TO THE EMERGENCY INTERCONNECTION AND VETERANS MEMORIAL PARKWAY VAULT IMPROVEMENTS SPONSORED BY: COUNCIL PRESIDENT BRITTO

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

Director of Department of Public Works, Steve Coutu approached the Council to answer questions. The Council reviewed the contract with Mr. Coutu. Some amendments were suggested by the Council: 1.1.5 to include the requirements for the engineer to provide a cost estimate with any recommended change order.

Terms and Conditions, number 8: provision to term for convenience and not just cause.

Motion to approve based on these revisions made by Councilman Cahoon. Council Vice President Rodericks seconded the motion.

2. RESOLUTION AUTHORIZING THE GRANTING OF A TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF LAND OWNED BY THE

CITY AT ROSE LARISA MEMORIAL PARK

SPONSORED BY: COUNCIL VICE PRESIDENT RODERICKS

This was a request from the Nature Conservancy to preserve our Waterfront and that area. They needed permission from the City to be on city land. All permits and other expenses will be absorbed by the Nature Conservancy.

Motion to approve by Council Vice President Rodericks

Motion seconded by Councilwoman Sousa

Councilman Cahoon requested that the city keep the people updated when this begins.

Motion passes unanimously, 5-0.

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

c) Introduction of Ordinances - FIRST PASSAGE

1. ORDINANCE AMENDMENT

JUVENILE HEARING BOARD (SEC. 2-181 COMPOSITION OF BOARD)

SPONSORED BY: COUNCIL VICE PRESIDENT RODERICKS

Full ordinance on Clerkbase, under 02/04/2019 agenda:

https://clerkshq.com/EastProvidence-ri

"Appointments made in October" was omitted. This is Mayoral appointment.

Motion to approve made by Council Vice President Rodericks

Motion seconded by Councilman Cahoon

Motion passes unanimously, 5-0.

After the vote, Councilman Cahoon instructed the City Clerk, Samantha Burnett to bring attention to the Mayor's office regarding the applicants for this board.

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

2. ORDINANCE AMENDMENT

NO PARKING ZONE - PAWTUCKET AVENUE (SEC. 18-307) SPONSORED BY: COUNCIL VICE PRESIDENT RODERICKS

Full ordinance on Clerkbase, under 02/04/2019 agenda:

https://clerkshq.com/EastProvidence-ri

Council Vice President Rodericks mentioned this is near the EBCAP building. They are looking for some relief in this busy and congested area.

Motion to approve made by Councilman Cahoon.

Councilman Mourato asked how many parking spots this will effect. Director of Public Works, Steve Coutu answered saying one would be affected.

Motion seconded by Councilwoman Sousa

Motion passes unanimously, 5-0.

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

3. ORDINANCE AMENDMENT

NO PARKING ZONE - BRUNSWICK STREET/NORTH COUNTY STREET (SEC. 18-307)

SPONSORED BY: COUNCILWOMAN SOUSA

Full ordinance on Clerkbase, under 02/04/2019 agenda:

https://clerkshq.com/EastProvidence-ri

Councilwoman Sousa introduced this ordinance, stating it is just a small section of the street to create a safer area.

Motion to approve made by Councilwoman Sousa

Motion seconded by Council Vice President Rodericks

Motion passes unanimously, 5-0.

Member	Aye	Nay
Cahoon	Х	

Mourato	Х	
Rodericks	Х	
Sousa	Х	
Britto	Х	

4. ORDINANCE AMENDMENT

CHAPTER 2, (ADDING) ARTICLE VII. BUDGET ORDINANCE

SPONSORED BY: COUNCILMAN CAHOON, COUNCILMAN MOURATO AND COUNCILWOMAN SOUSA

Full ordinance on Clerkbase, under 02/04/2019 agenda:

https://clerkshq.com/EastProvidence-ri

Councilman Mourato introduced this item. There was discussion with the Council to ensure all Council needs and concerns were addressed.

Councilwoman Sousa made the motion to approve first passage

Councilman Cahoon seconded the motion

Motion passes unanimously, 5-0.

, ,		
Member	Aye	Nay
Cahoon	Х	
Mourato	Х	
Rodericks	Х	
Sousa	Х	
Britto	Х	

5. ORDINANCE AMENDMENT

SEC. 8-5 CLOSING HOURS FOR BUSINESSES TO ALLOW EXTENDED HOURS FROM 1 A.M. UNTIL 6 A.M. WITH COUNCIL APPROVAL SPONSORED BY: COUNCILWOMAN SOUSA

Full ordinance on Clerkbase, under 02/04/2019 agenda:

https://clerkshq.com/EastProvidence-ri

Councilwoman Sousa introduced the ordinance, stating that this ordinance will give the Council discretionary approval regarding extended hours for various types of businesses in the City.

Discussion was had regarding safety, the serving of alcohol, entertainment of the city by the Council and clarification offered by Assistant Solicitor Dylan Conley.

Council President Britto addressed concerns of possible future scenarios with extended hours.

Councilman Cahoon mentioned that having the six month probationary period will allow the Council see what will really happen when they allow the extended hours.

Motion to approve made by Councilwoman Sousa

Motion seconded by Councilman Cahoon

Motion passes, 4-1.

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

XIII. RECONVENE IN EXECUTIVE SESSION (if necessary)

This item was not necessary.

XIV. ADJOURNMENT

Motion to adjourn made by Council Vice President Rodericks Motion seconded by Councilwoman Sousa

Motion passes unanimously, 5-0.

Meeting adjourned.

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

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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CITY OF EAST PROVIDENCE

RESOLUTION NO.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ADDENDUM WITH CDM SMITH, INC. FOR ADDITIONAL WORK RELATED TO THE EMERGENCY INTERCONNECTION AND VETERANS MEMORIAL PARKWAY VAULT IMPROVEMENTS

WHEREAS, in June 2019, the City entered into an agreement with CDM Smith, Inc. for the final design and bidding support for the Narragansett Park Drive and Pawtucket Avenue emergency interconnection metering/pressure reducing vaults with the Pawtucket Water Supply Board; and

WHEREAS, the contract addendum includes new engineering services for needed work within the Veterans Memorial Parkway valve vault. CDM Smith, Inc. will prepare the necessary design documents for bidding. The work will be bid together with the two (2) Pawtucket Emergency Interconnection meter and valve vaults recently completed by CDM Smith, Inc. The addendum also includes scope items for CDM Smith, Inc. to provide engineering services during the construction phase of the project; and

WHEREAS, the City would like to enter into a contract addendum with CDM Smith, Inc. for additional work on the project; and

WHEREAS, the cost of CDM Smith's fee associated with this addendum is \$48,000 and increases the contract from \$49,500 to \$97,500.

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 enter into the contract addendum between CDM Smith., Inc. and the City of East Providence attached hereto for additional work related to the emergency interconnection and Veterans Memorial Parkway vault improvements.

Adopted by the City Council:
Attest:
City Clerk of East Providence, Rhode Island
Introduced by:



City of East Providence Department of Public Works

JAN 9 70 KUND

ROBERTO L. DASILVA MAYOR STEPHEN COUTU DIRECTOR

TO:

Mayor Roberto DaSilva

FROM:

Stephen H. Coutu, Director of Public Works

DATE:

January 8, 2020

RE:

CDM Smith Contract Addendum

Emergency Interconnection and Vets Parkway Vault Improvements

I am seeking approval for the attached contract addendum provided by CDM Smith Engineers to provide additional work related to the improvements to the emergency interconnections with Pawtucket Water and new work identified and required within the Veterans Parkway Valve Vault which is the location where the City's water supply line comes from Providence.

The contract addendum includes new engineering services for needed work within the Veterans Parkway Valve Vault. CDM Smith will prepare the necessary design documents for bidding. This work will be bid together with the (2) Pawtucket Emergency Interconnection meter and valve vaults which CDM Smith recently completed. The addendum also includes scope items for CDM Smith to provide engineering services during the construction phase of the project.

The fee associated with this Addendum is \$48,000 and increases the contract from \$49,500 to \$97,500.

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Cc:

Michael Marcello, City Solicitor Jim Marvel, Water Superintendent



260 West Exchange Street, Suite 300 Providence, Rhode Island 02903 tel: 401.751-5360

June 21, 2019

Mr. Stephen H. Coutu, P.E., Director Department of Public Works 60 Commercial Way East Providence, RI 02914

Subject:

Pawtucket Water Supply Board Emergency Interconnection at Narragansett Park

Drive and Pawtucket Avenue - Design, and Bidding Proposal

Dear Mr. Coutu:

CDM Smith is pleased to provide the City of East Providence (City) with this proposal for the final design and bidding support for the Narragansett Park Drive and Pawtucket Avenue emergency interconnection metering/pressure reducing vaults with the Pawtucket Water Supply Board (PWSB). The scope of work for this phase is as follows:

Scope of Services

Task 1 - Review the survey provided by the City of East Providence and provide comments.

Task 2 – Prepare preliminary design documents for the construction of the two below grade metering/PRV vaults. This task to include:

- a) Contacting manufacturers of pre-engineered, below grade, concrete metering stations to discuss project and design criteria
- b) Provide process and instrumentation diagrams (P&IDs) for the proposed meter station as required to prepare bid documents and coordinate with existing SCADA system
- c) Coordinate submittal to RIDOT for utility permit.
- d) Prepare traffic management plan for submittal to RIDOT.
- e) Provide electrical design and coordinate with local power company
- f) Provide civil designs as required to prepare bid documents (assume no geotechnical services are required)
- g) Prepare detailed drawings and specifications for proposed interconnections, including connections to necessary utilities (i.e. electrical, instrumentation)



Mr. Stephen H. Coutu, P.E. June 21, 2019 Page 2

Task 3 – Meet with the City and PWSB to review the preliminary design documents.

Task 4 - Address comments and produce final bid documents

Task 5 - Bidding Services to include:

- a) Provide final construction documents on Submittal Exchange website for viewing by prospective proposers and material suppliers, assume no pre-bid conference and a 2-week bid advertisement period.
- b) Prepare Bid Notice, City to pay for all advertisement costs and to place all legally required advertisements
- c) Address questions submitted in writing by Contractors during the Bid Phase
- d) Prepare addendum if required
- e) Attend bid opening, prepare bid tabulation sheets and assist the City with evaluating bids
- f) Check references and review bonds, insurance, and financial background submitted by potential low bidder for conformance with bid requirements

Task 6 – Perform project administration services; perform CDM Smith Quality Assurance and Quality Control (QA/QC) review; provide Project Management Services.

Responsibilities of the City

While the project is being executed, CDM Smith anticipates the following involvement of the City and its staff:

- Coordinate with PWSB
- Perform internal reviews of all deliverables and provide comments
- Prepare, submit, and pay for any required permit applications.
- Provide and pay for any required legal, easements, or right-of-way applications or fees
- Provide and produce survey for each location, stamped by RI Registered Land Surveyor
- Coordinate with Electrical utility company
- Pay for all Bid advertisement costs and place ads.



Mr. Stephen H. Coutu, P.E. June 21, 2019 Page 3

Schedule

CDM Smith is available to begin work immediately upon acceptance by the City. For the scope of services described above, the period of this agreement shall be four months from date of acceptance.

Fee

CDM Smith proposes an upper limit, not to exceed fee for the services described herein of \$49,500 including expenses. The amount billed will be based on actual hourly rates times a multiplier of 3.05 for overhead and profit, plus expenses with no mark-up. It is understood that this work is being accomplished on a cost basis, and that the City will only pay for actual hours worked. Also, should the project expand, CDM Smith has the right to request an amendment to this agreement.

As always, CDM Smith is pleased to have an opportunity to partner with the City of East Providence. If you have any questions regarding this proposal, please feel free to contact me at (401) 457-0308.

I have attached a copy of our Standard Terms and Conditions for execution of this work as Exhibit A, the same Terms and Conditions utilized for previous work with the City. If you are in agreement with the scope, budget and Terms and Conditions, please sign below and send a copy to me.

Robert M. Otoski, P.E.
Associate
CDM Smith Inc.

Recommended

Stephen H. Coutu, P.E. – Director, Department of Public Works

Approved

Robert DaSilva – Mayor

Date: July 10, 2019

Jim Marvel, City of East Providence, Water Superintendent Doug Martin (CDM Smith)

cc:

TERMS AND CONDITIONS TO THE AGREEMENT BETWEEN CDM Smith Inc. (CDM Smith) AND CLIENT

- 1. Authorization to Proceed Execution of this AGREEMENT by the CLIENT and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not alter the terms of this AGREEMENT.
- 2. Use of Documents The CLIENT agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the CLIENT for this Project and that all documents furnished to the CLIENT are instruments of service and shall be utilized solely for this Project. Any rouse without written verification or adaptation by CDM for other than the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from, all claims, damages, losses and expenses including all attorney's fees arising from such reuse.
- 3. Limitation of Liability Notwithstanding any provision to the contrary contained in this AGREEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$50,000.
- 4. Consequential Damages Notwithstanding any language to the contrary contained in this AGREEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREEMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.
- 5. Independent Contractor CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AGREEMENT.
- 6. Standard of Care The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.
- 7. Payment to CDM Smith CDM Smith will submit monthly invoices for services rendered and expenses incurred. The invoices will be based upon CDM Smith's total services actually completed at the time of billing. The CLIENT shall make payment with thirty (30) days in response to CDM Smith's monthly invoice. Successive invoices may include interest charges of one and one-half percent (1-1/2%) per month on unpaid balances. CLIENT agrees to pay all charges including attorney's fees involved in collection of unpaid balances.
- 8. Termination The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party requires seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.
- 9. Severability and Reformation Any provision of this AGREEMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREEMENT may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.



260 West Exchange Street, Sulte 300 Providence, Rhodé Islánd 02903 tel: 401 751-5360

December 8, 2019

Mr. Stephen H. Coutu, P.E., Director Department of Public Works 60 Commercial Way East Providence, RI 02914

Subject:

Veterans Memorial Parkway Valve Vault Improvements- Design, and Bidding;

Construction Services and Part-Time Resident Engineering Proposal

Dear Mr. Coutu:

CDM Smith is pleased to provide the City of East Providence (City) with this proposal for the final design and bidding of Veterans Memorial Parkway Valve Vault Improvements. This work will be added to the bid set for the Pawtucket Water Supply Board Emergency Interconnection at Narragansett Park Drive and Pawtucket Avenue. In addition, this proposal also includes scope and budget for engineering services during construction and part time resident engineering services.

The scope of work for this phase is as follows:

Scope of Services

Veterans Memorial Parkway Valve Vault Improvements

Task 1 - Review existing plan of the Veterans Memorial Parkway Valve Vault and compare to field conditions.

Task 2 - Prepare preliminary design documents for the replacement of the two existing combination air/vacuum release valves and gate valve assemblies connected to the 32" Steel Aqueduct from the Providence River crossing. The combination air/vacuum release valves and isolation gate valves are located within the below-grade vault located at Veterans Memorial Parkway. Both the combination air/vacuum valves and isolation gate valves are inoperable and need to be replaced. This task includes:

- a) Design and specify insertion valve location to isolate existing 8" gate valve, 8" steel piping, and 8" combination Air/Vacuum valves located within the Veterans Memorial Valve Vault.
- b) Design and specify new 8" Ductile Iron flange piping, couplings, isolation butterfly valve, and combination air/vacuum release valves to replace the existing.

CDW Smith

Mr. Stephen H. Coutu, P.E. December 2, 2019 Page 2

Task 3 – Incorporate the design plan and specifications completed under Task 2 above, into the existing bid set for the Pawtucket Water Supply Board Emergency Interconnection at Narragansett Park Drive and Pawtucket Avenue.

Task 4 - Update the opinion of probable cost for the added work described in Task 2.

Task 5 - Meet with the City to review the preliminary design documents.

Task 6 – Address any comments and produce final bid documents

Task 7 – Bidding Services will be provided under the Pawtucket Water Supply Board Emergency Interconnection at Narragansett Park Drive and Pawtucket Avenue project. No additional costs for these services have been included in this proposal.

Task 8 – Preform project administration services; perform CDM Smith Quality Assurance and Quality Control (QA/QC) review; provide Project Management Services

Total estimated services is 87 hours for this task.

Engineering Services during Construction

Provide up to 164 hours of professional services during construction of the Project. The construction duration is assumed to be three months. Services shall be provided as detailed below but are not necessarily limited to, the following:

- a. Coordinate a pre-construction meeting and up to two monthly construction meetings with OWNER and Contractor, and issue minutes and action item lists.
- b. Review and approve shop drawings.
- c. Issue clarifications and interpretations of the contract documents as needed. Recommend change orders when appropriate.
- d. Review contractor invoices and recommend payments as appropriate.
- e. Track contractor progress and issue notifications to contractor regarding progress issues.
- f. Perform general administration and project management of the engineering services during construction.

Resident Project Representative Services during Construction

a. Provide up to 80 hours, in minimum 4-hour increments, of resident project representative services during construction of the Project, as requested by the City. Due to the part-time nature of the work, this Resident engineering work will be conducted by a member of our

CDM Smith

Mr. Stephen H. Coutu, P.E. December 2, 2019 Page 3

office staff and not a full time field engineer. Services shall be provided as detailed in the attached Exhibit B.

Responsibilities and Expectations of the City

While the project is being executed, CDM Smith anticipates the following involvement of the City and its staff.

- Perform internal reviews of all deliverables and provide comments
- Pay for all Bid advertisement costs

Schedule

CDM Smith is available to begin work immediately upon acceptance by OWNER. For the scope of services described above, the period of this agreement shall through completion of construction.

Fee

CDM Smith proposes an upper limit, not to exceed \$48,000 including expenses. The amount billed will be based on actual hourly rates times a multiplier of 3.05 for overhead and profit, plus expenses with no mark-up. It is understood that this work is being accomplished on a cost basis, and that the City will only pay for actual hours worked. Also, should the project expand, CDM Smith has the right to request an amendment to this agreement.

As always, CDM Smith is pleased to have an opportunity to partner with the City of East Providence. If you have any questions regarding this proposal, please feel free to contact me at (401) 457-0308.

I have attached a copy of our Standard Terms and Conditions for execution of this work as Exhibit A; these are the same Terms and Conditions utilized for previous work with the City. Also attached are Exhibit B – Duties, Responsibilities and Limitations of Authority of the Resident Project Representative and Exhibit C – General Services During Construction.

If you are in agreement with the scope, budget and Terms and Conditions, please sign on the next page and return a copy to me. Thank you.

Sincerely

Robert M. Otoski, P.E.

Associate

CDM Smith Inc.

CDM Smith

Mr. Stephen H. Coutu, P.E. December 2, 2019 Page 4

Veterans Memorial Parkway Valve Vault Improvements- Design, and Bidding; Construction Services and Part-Time Resident Engineering Proposal

Recommended		
		Date:
Steph	en H. Coutu, P.E.	
Direct	tor, Department of Public Works	
Appro	oved	
		Date:
Rober	rto DaSilva, Mayor	
Attac	hments:	
Exhib Repr	oit A – East Providence Terms and Conditions to the Agreement oit B – Duties, Responsibilities and Limitations of Authority of the esentative	ie Resident Project
Exhil	oit C - General Services During Construction	
¢c:	James Marvel, City of East Providence, Water Superintenden Doug Martin, Roger Norton (CDM Smith)	t

CDM Smith

Mr. Stephen H. Coutu, P.E. December 2, 2019 Page 5

Exhibit A

TERMS AND CONDITIONS TO THE AGREEMENT BETWEEN CDM Smith Inc. (CDM Smith) AND CLIENT

- 1. Authorization to Proceed Execution of this AGREEMENT by the CLIENT and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not after the terms of this AGREEMENT.
- 2. Use of Documents The CLIENT agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the CLIENT for this Project and that all documents familiated to the CLIENT are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by CDM for other than the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from, all claims, damages, losses and expenses including all attorney's fees or allow from such rouse.
- 3. Limitation of Liability Notwithstanding any provision to the contrary contained in this AGRHEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsover from any cause or causes, including but not limited to CDM Smith's negligines, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$50,000.
- 4. Consequential Damages Netwithstanding any language to the contrary contained in this AGRBEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREBMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.
- 5. Independent Contractor CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AORBEMBNT.
- 6. Standard of Care The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locate, and under similar circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.
- 7. Payment to CDM Smills CDM Smith will submit monthly involves for corvices rendered and expenses incurred. The involves will be based upon CDM Smith's total services actually completed at the time of billing. The CLHENT shall make payment with thirty (30) days in response to CDM Smith's monthly involve. Successive involves may include interest charges of one and one-half percent (1-1/2%) per month on unpaid balances. CLHENT agrees to pay all charges including alternoy's fees involved in collection of impaid balances.
- 8. Tormination The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party regulars seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.
- 9. Soverability and Reformation Any provision of this AGREMMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREMMENT may be referred to replace and airloken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

EXHIBIT B TO AGREEMENT BETWEEN OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an	Exhibit attached to, made a part of and incorporated by reference with the Agreement made on
71110 15 411	, 2019 between City of East Providence (OWNER) and CDM Smith Inc (ENGINEER) for
	
providing p	professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

- 1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
- Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress
 meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as
 appropriate prepare and circulate copies of minutes thereof.
- 3. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. Liaison:

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and Samples.
- Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- Review of Work, Defective Work, Inspections, Tests and Start-ups:
 - a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
- Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 8. *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER, Transmit to Contractor in writing decisions as issued by ENGINEER.

9. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. Reports:

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases
 of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
- 11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

- 1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT C TO AGREEMENT BETWEEN OWNER AND ENGINEER Scope of Work

This is an exhibit attached to and made a part of the Agreement dated	2020, between City of East
Providence (OWNER) and CDM Smith (ENGINEER) for professional services.	

1.0 ENGINEER'S SERVICES

- 1.1 <u>Construction Phase</u> During the Construction Phase:
 - 1.1.1 General Administration of Construction Contract.

 ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.
 - 1.1.2 <u>Visits to Site and Observation of Construction.</u>
 In connection with observations of the work of Contractor while in progress:
 - ENGINEER shall make visits to the site at intervals appropriate to the various 1,4.2.1 stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.4.2.2 and other express or general limitations in this Agreement and elsewhere.
 - 1.1.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the

Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Duties, Responsibilities and Authority of the Resident Project Representative are set 1.1.2.3 forth in Exhibit B.

Defective Work. 1.1.3

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Clarifications and Interpretations; Field Orders. 1.1.4

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders and Work Change Directives. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as 1.1.5

appropriate, and shall prepare Change Orders and Work Change Directives as required.

Shop Drawings 1.1.6

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Substitutes 1.1.7

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "orequal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Inspections and Tests. 1.1.8

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

Disagreements between OWNER and Contractor 1.1.9

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. 1.1.10

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

- ENGINEER shall determine the amounts that ENGINEER recommends Contractor 1.1.10.1 be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.4.10.1 are expressly subject to the limitations set forth in paragraph 1.4.10.2 and other express or general limitations in this Agreement and elsewhere.
- By recommending any payment ENGINEER shall not thereby be deemed to have 1.1.10.2 represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of

the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.4.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

Substantial Completion 1.1.12

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Final Notice of Acceptability of the Work. 1.1.13

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.4.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.4.15. <u>Duration of Construction Phase</u>.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

OWNER'S RESPONSIBILITIES 2.0

- Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the 2.1 Contract Documents, the following:
 - Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating 2.1.1 to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

- 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
- 2.1.3 Appropriate professional interpretation of all of the foregoing;
- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
 - 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and

Exhibit C Page 5

complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- Purnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

CITY OF EAST PROVIDENCE

RESOLUTION NO.

RESOLUTION AUTHORIZING THE GRANTING OF A TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF LAND OWNED BY THE CITY AT ROSE LARISA MEMORIAL PARK

WHEREAS, the City is the owner of a parcel of land known as Rose Larisa Memorial Park; and

WHEREAS, The Nature Conservancy desires to acquire a temporary construction easement over a certain portion of the premises for purposes of building two nature-based shoreline protection treatments; and

WHEREAS, to accomplish the building of two nature-based shoreline protection treatments, a temporary construction easement is necessary over City-owned property as set forth in the Temporary Construction Easement and as depicted on Exhibit A 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 a temporary construction easement for purposes of building two nature-based shoreline protection treatments;
- (2) The Mayor, by and through the office of the City Solicitor, is hereby empowered to take all necessary steps to grant and perfect a temporary construction easement for purposes of building two nature-based shoreline protection treatments as set forth in the Temporary Construction Easement and as depicted on Exhibit A attached hereto.

This Resolution shall take effect upon passage.
Adopted by the City Council:
Attest:
City Clerk of East Providence, Rhode Island

Introduced by: Council Vice President Rodericks

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made and entered into as of _______2020, by and between The City Of East Providence, a municipal entity, having a mailing address of 145 Taunton Ave, East Providence, Rhode Island 02914 ("the City"), and The Nature Conservancy, a District of Columbia non-profit corporation with its principal office at 4245 N. Fairfax Drive, Arlington, VA 22203-1606 and having a Rhode Island Field Office at 159 Waterman Street, Providence, Rhode Island 02906 ("TNC").

WHEREAS, the City is the owner of a parcel of land located in East Providence, Rhode Island known as Rosa Larisa Memorial Park shown in **Exhibit A** attached hereto (the "Premises");

WHEREAS, in order to demonstrate the effectiveness of nature based coastal infrastructure to increase coastal resilience and reduce risk to people, infrastructure, and natural resources and to enhance public safety, TNC desires to acquire a temporary construction easement over certain portion of the Premises for purposes of building two nature-based shoreline protection treatments. TNC will have the right to: a) create a "non-structural/hybrid" bluff erosion control feature using biodegradable coir logs or coir envelopes combined with the use of on-site and imported material (e.g. boulders) for toe protection; b) create salt marsh habitat by installing an intertidal sill at mean sea level using onsite rock, bagged shell, or other appropriate biodegradable materials and selective tree removal to minimize shading in the proposed marsh habitat; c) establish temporary access routes and areas for materials stockpiling (location to be determined by the parties), d) use existing rocks on the bluff and beach, and e) gain access to and from the Premises for such purposes (such activities, as more particularly depicted and described in the specifications attached as **Exhibit B**, are referred to collectively herein as the "Project"); and

NOW THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Grant of Easement</u>. The City hereby grants to TNC a temporary construction easement over the portions of the Premises depicted on the map attached hereto as **Exhibit A** for any and all lawful purposes and actions reasonably related to the Project (the "Easement"). The areas covered by this Easement, as depicted on Exhibit A are referred to herein as the "Easement Area".
- 2. Terms and conditions. The parties further agree as follows:
 - A. TNC will be responsible for funding all costs and for securing all required federal, state, and local permits associated with this project.
 - B. The City understands and acknowledges that TNC will be using outside contractors and other third parties (collectively, "Agents") throughout the duration of the Project, and hereby agrees that such Agents may use the Easement Area subject to and in accordance with the terms and conditions set forth herein.

- C. Any and all uses of the Easement Area by TNC and its Agents shall be at their sole risk and expense. TNC agrees to indemnify and hold the City from all liabilities, demands, damages, claims losses, costs or expenses, to the extent that they directly result from the negligence of TNC and its agents under the performance of the Project. During the term of this Easement, TNC shall name the City as an additional insured on TNC's insurance policy with at least \$2,000,000 of hazard and liability insurance, written on an occurrence basis, for the duration of the Project.
- D. TNC shall provide the City with written notice at least two weeks prior to the date on which it intends to enter the Easement Area to commence work on the Project. All work performed by TNC and its Agents within the Easement Area shall be completed in accordance with MSHA, OSHA, and other regulatory requirements.
- E. TNC agrees to take reasonable precautions to ensure that the activities undertaken by TNC and its Agents within the Easement Area do not impact the City's residents using the Premises.
- F. Except as specifically provided otherwise herein, in the event of any damage to the Premises, including the Easement Area, caused by TNC's activities on the Easement Area, TNC shall restore the Premises to the condition that existed prior to the commencement of the Project, or equivalent. Without limiting the generality of the foregoing, (i) all such areas shall be restored in accordance with any applicable regulatory agency's permit stipulations and other requirements; and (ii) it is understood that any mature trees and/or vegetation removed as part of the Project will not be replaced with like-sized and/or aged vegetation. In no event shall the carrying out of the Project, or any component thereof, in accordance with the specifications attached as Exhibit B be deemed to be damage subject to restoration required by this Section.
- G. This Easement shall terminate 180 days after the Project is considered completed by the RI Coastal Resources Management Agency, or December 31, 2021, whichever is later.
- H. This Easement shall be governed by and construed in accordance with the laws of the State of Rhode Island; may not be amended or modified except pursuant to a written amendment signed by the parties; and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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

CITY OF EAST PROVIDEN	CE THE NATURE CONSERVANCY
By:	By:
Name: Title:	Name: Title:
STATE OF RHODE ISLAND)	
COUNTY OF) SS.
appeared,, known or otherwise proved to r	
	Notary Public (Seal) My Commission Expires:
STATE OF RHODE ISLAND) COUNTY OF) SS.
personally appeared me personally known or otherw	, 2020, before me, the undersigned notary public,, [Title] of The Nature Conservancy, to vise proved to me through satisfactory evidence of identification signed on the preceding document, and acknowledged to me that starily for its stated purpose.
	Notary Public (Seal) My Commission Expires:

EXHIBIT A

Rosa Larisa Memorial Park - 701 Bullocks Point Avenue, East Providence, Rhode Island 02915. The work area is the bluff and shoreline of the Park.



EXHIBIT B

See attached Rosa Larisa Living Shoreline Project Plans dated August 2019.

ROSE LARISA LIVING SHORELINE PROJECT

THE NATURE CONSERVANCY EAST PROVIDENCE, RHODE ISLAND

AUGUST 2019

PREPARED FOR:



NATURE CONSERVANCY 159 WATERMAN STREET PROVIDENCE, RHODE ISLAND 02906

PREPARED BY:



GZA GEOENVIRONMENTAL, INC. 188 VALLEY STREET, SUITE 300 PROVIDENCE, RHODE ISLAND 02909



PROJECT LOCUS MAP

SOURCE: USGSSTORE GOV

0 1000' 2000' 4000' 6000'

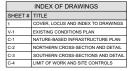
SCALE: 1 INCH = 2000 FEET

BASE MAP FROM THE FOLLOWING RHODE ISLAND
USGS OLUBRANGLE MAPS:

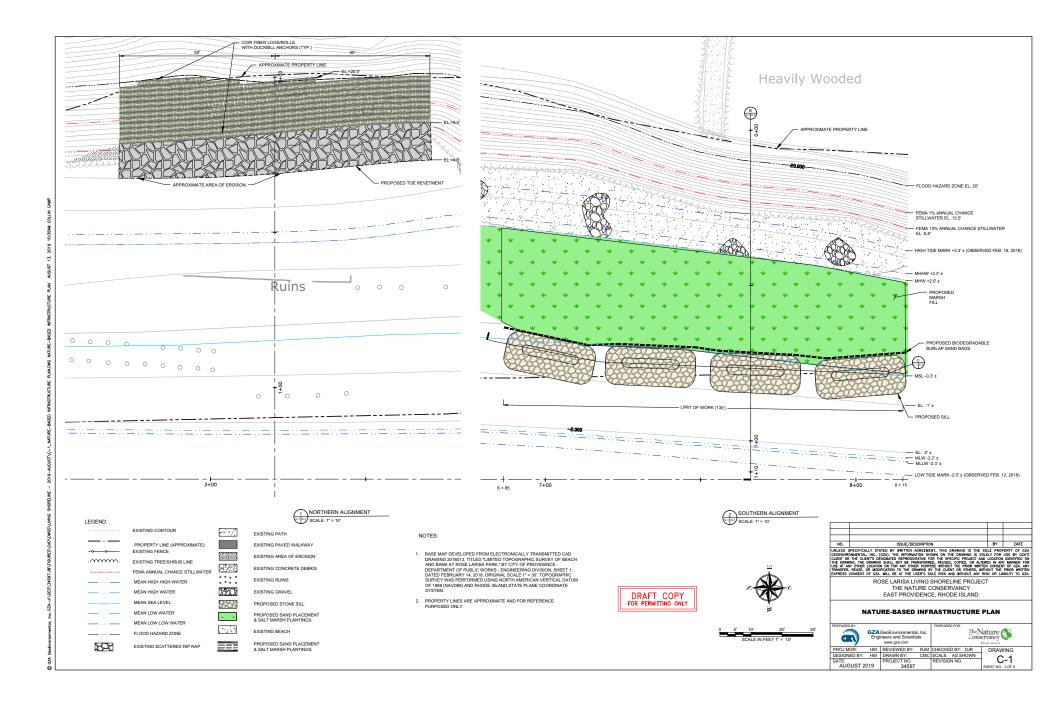
EAST PROVIDENCE (2015). PROVIDENCE (2015).
BRISTOL (2015). EAST GREENWICH (2015)
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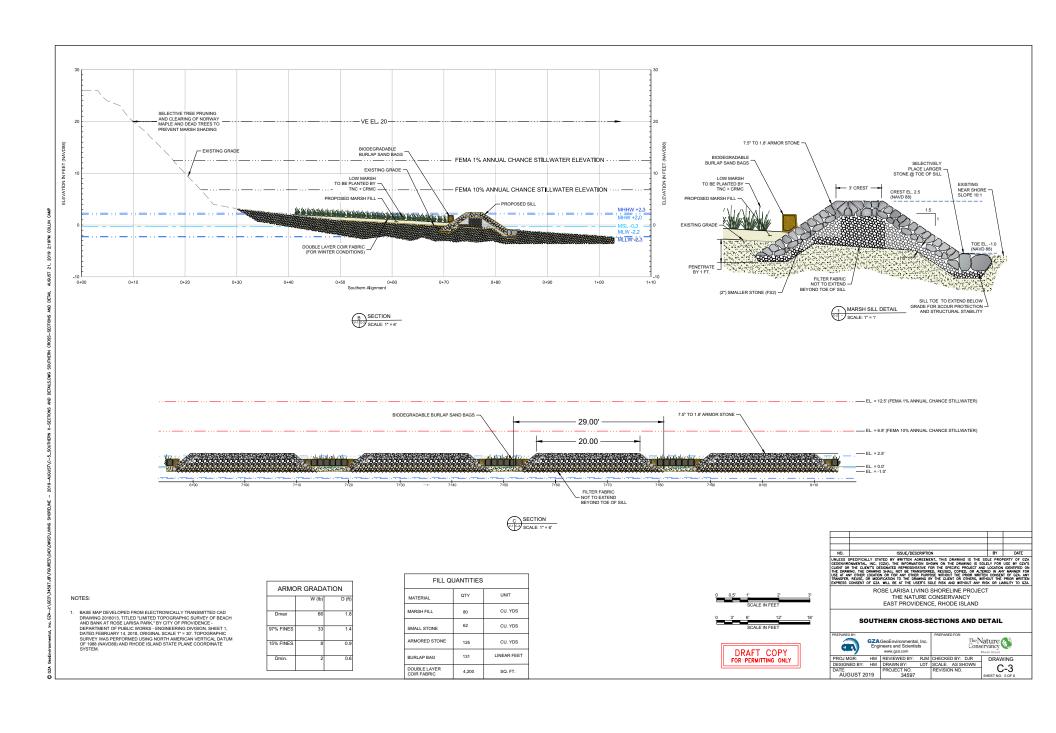
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CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 2 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "ADMINISTRATION"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Section 2-181 entitled "Composition of board" of Division 8 entitled "Juvenile Hearing Board" of Article III entitled "Boards, Committees, Commissions" of Chapter 2 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Administration" is amended to read as follows:

Sec. 2-181. Composition of board.

The membership of the juvenile hearing board shall consist of five (5) persons over the age of twenty one (21) years to be appointed, after consultation with the chief of police, by the city council Mayor, subject to approval of the majority of the City Council. All appointees shall be residents of City and who shall serve for a (3) year term, but no appointee shall serve more than (2) three (3) year terms but shall remain as a member until a successor is appointed and qualified. The four members of the city council who are elected by ward shall each appoint one resident from their ward subject to the approval by a majority of the council; the remaining at large member of the city council shall appoint one resident from the city subject to approval by a majority of the council. The city council shall appoint the initial members for staggered terms. During the month of October annually, the city council shall appoint a member or members to succeed the member or members whose term will then next expire, to serve for a term of three years, each member appointed or reappointed after November 1, 2016, shall be limited to two three-year terms until their successors are appointed and qualified. In the event of a vacancy occurring in the office of a member by death, resignation or otherwise, such vacancy shall be filled in like manner as the original appointment, but only for the remainder of the term of the former member. No member of the juvenile hearing board shall be entitled to receive any compensation by reason of his service on the board.

In addition to the five (5) standing members, the mayor shall appoint two three (3) alternates with the approval of the majority of the council to be designated as the first, and second and third alternate members. The first and second All alternates shall serve for a term of three years. These alternate members shall sit and may actively participate in hearings. The first alternate shall vote if a member of the board is unable to serve at a hearing, and the second alternate shall vote if two members of the board are unable to serve at a hearing, and the third alternate shall vote if three members of the board are unable to serve at a hearing. In the absence of the first alternate member, the second alternate member shall serve in the position of the first alternate. In the absence of the second alternative, the third alternate member shall serve in the position of the second alternate. The alternate members shall exercise the same duties and functions of a regular member when

serving on the board and may be removed from office by the city council in the same manner as a regular member. All appointments to the board shall be subject to the approval of the chief of police.

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 7:30 p.m. for a hearing and consideration of final passage and adopted

Attest:

City Clerk of the City of East Providence, RI

Requested by: Council Vice President Rodericks

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 18 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "VEHICLES AND TRAFFIC"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Section 18-307 entitled "Parking prohibited at all times" of Article X entitled "Stopping, Standing and Parking" of Chapter 18 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Vehicles and Traffic" is amended by adding thereto the following:

Pawtucket Avenue (west side) from a point 92 feet north of the north street line of Ailanthus Street extending north a distance of 24 feet

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 consideration of final passa	and referred to ge; and adopted	at 7:30 p.m. for a hearing and
Attest:		
City Clerk of East Provider	nce, Rhode Island	

Introduced by: Council Vice President Rodericks

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 18 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "VEHICLES AND TRAFFIC"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Section 18-307 entitled "Parking prohibited at all times" of Article X entitled "Stopping, Standing and Parking" of Chapter 18 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Vehicles and Traffic" is amended by adding thereto the following:

Brunswick Street (south side) from a point 90 feet east of North County Street extending east a distance of 20 feet

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 consideration of final passage	and referred to ge; and adopted	at 7:30 p.m. for a hearing and
Attest:		
City Clerk of East Providen	ce, Rhode Island	

Introduced by: Councilwoman Sousa

CITY OF EAST PROVIDENCE

AN ORDINANCE IN AMENDMENT OF CHAPTER 2 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "ADMINISTRATION"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Chapter 2 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Administration" is amended by adding thereto the following:

Article VII. Budget Ordinance

Sec. 2-283. Timelines for Presentation and Passage of the Budget Ordinance.

- A. In accordance with East Providence Charter Section 5-3 each department head shall submit to the Mayor a proposed department budget for their respective department. At the request of the Council, the Mayor shall make such department head proposed budgets available to Councilmembers.
- B. The Mayor shall submit to the Council a budget and explanatory message to the Council at least seventy (70) days prior to the beginning of the next fiscal year.
- C. The City Council shall take a final action on the budget ordinance at least fourteen (14) days prior to the end of the fiscal year.
 - 1. A "final action" is defined as a vote by a quorum of the Council at a duly noticed public meeting.
- D. The Council shall be furnished with a final updated copy of the certified budget within thirty (30) days passage of the budget ordinance.

Sec. 2-284. Financial Review Committee.

- A. There shall be a Financial Review Committee whose duty shall be to review the financial records, budgetary concerns, and other issues of fiscal import.
 - 1. The Financial Review Committee shall take no actions that are binding upon the City.
 - 2. The Financial Review Committee shall have the authority to seek the expertise of consultants
 - i. Any expenditure of funds related thereto must be approved by the Mayor or the Council
 - 3. The Financial Review Committee may make requests of the Mayor or the Council for information, including but not limited to requests that the Mayor or the Council make certain personnel available to give presentations regarding fiscal issues.
- B. The Financial Review Committee shall meet at least quarterly.
- C. The Financial Review Committee shall publicly issue a quarterly update regarding status of capital projects and requests for capital funding.

- D. The Financial Review Committee shall be comprised of the following:
 - 1. The Mayor or the Mayor's Designee
 - 2. The Council President or the Council President's Designee
 - 3. The Finance Director
 - 4. The Planning Director

Sec. 2-285. Annual Capital Projects Presentation.

- A. The Financial Review Committee shall make an annual presentation to the Council at least ninety (90) days prior to the end of the fiscal year. During said presentation, the Financial Review Committee shall:
 - 1. Provide a status report as to all Capital Projects
 - 2. For any completed Capital Projects, present the Council with a Resolution that closes out said completed project, de-authorizes any remaining appropriations, and appropriately transfers all remaining unspent funds.
 - 3. Make proposals as to future Capital Projects.

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 consideration of final passage	and referred to ; and adopted	at 7:30 p.m. for a hearing and
Attest:		
City Clark of Fort Providence	Dhada Island	
City Clerk of East Providence	e, Rhode Island	

Requested by: Councilman Cahoon, Councilman Mourato, Councilwoman Sousa

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. Section 8-5 entitled "Closing hours for businesses" of Article I entitled "In General" of Chapter 8 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Licenses and Business Regulations" is amended to read as follows:

Sec. 8-5. Closing hours for businesses.

- (a) Generally. No shop, store, laundromat, gym, health clinic or other place of trade or entertainment in the city, with the exception of licensed taverns, pharmacies, victualing houses and bowling alleys, shall be kept open between 1:00 a.m. and 4:00 a.m. during the last six days of the week.
- (b) Vietualing houses and bowling alleys; permit required for extension of closing hours. Special annual permit required for hours of operation between 1:00 am and 6:00 am. No licensed victualing house, licensed taverns, pharmacies, or bowling alley, shop, store, health clinic, laundromat, gym or other place of trade or entertainment in the City shall be kept open between 1:00 a.m. and 4:00 6:00 a.m. during the last six days of the week without first obtaining a special permit from the city council extending the closing hour beyond 1:00 a.m. Such special permit may be granted for a probationary period of at least (6) months and or with such conditions and terms as the city council may provide. After the expiration of the probationary period, the city council may grant the annual permit for extended hours with such conditions and terms as the city council may deem appropriate for the health and safety of the public. The fee for such permit shall be \$125.00 and shall be due and owning at the start of probationary period.
- (c) *Bowling alleys on Sunday.* No bowling alley shall be licensed to operate on the first day of the week between 1:00 a.m. and 1:00 p.m. of the first day, unless granted a special license pursuant to section 8-66.

SECTION II. This ordinance shall take effect on March 1, 2020 and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage consideration of final passa	and referred to age; and adopted	at 7:30 p.m. for a hearing and
Attest:		
City Clerk of East Provider	nce, Rhode Island	

Introduced by: Councilwoman Sousa