

9-10-1996

Grant Contract for Projects and Activities in the Department of Planning and Development

Department of Planning and Development

Follow this and additional works at: https://digitalcommons.ric.edu/as220_root



Part of the [Arts and Humanities Commons](#)

Recommended Citation

Department of Planning and Development, "Grant Contract for Projects and Activities in the Department of Planning and Development" (1996). *AS220 Digital Archive*. 2.
https://digitalcommons.ric.edu/as220_root/2

This Article is brought to you for free and open access by Digital Commons @ RIC. It has been accepted for inclusion in AS220 Digital Archive by an authorized administrator of Digital Commons @ RIC. For more information, please contact digitalcommons@ric.edu.

GRANT CONTRACT FOR
PROJECTS AND ACTIVITIES IN THE
DEPARTMENT OF PLANNING AND DEVELOPMENT
PROVIDENCE, RHODE ISLAND

CONTRACT

PART I - AGREEMENT

THIS AGREEMENT entered into as of this 10th day of Sept., 1996, by and between AS220 Inc. (hereinafter referred to as the "Grantee") and the DEPARTMENT OF PLANNING AND DEVELOPMENT (hereinafter called the "City"), acting by and through the Chief Executive of the City of Providence.

WITNESSETH

WHEREAS, the City, upon repayment of loans made through the Urban Development Action Grant seeks to provide assistance to projects eligible for assistance under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, pursuant to such repayments, the City is undertaking certain activities necessary for the planning and execution of projects situated in Providence and

WHEREAS, the City desires to engage the Grantee to render its assistance in connection with the provision of assistance to the AS220 for support of the Gallery Night tour for the benefit of the residents of Providence and further, requires such assistance in a timely manner:

NOW, THEREFORE, the parties hereto mutually agree as follows: 1. Scope of Services - The Grantee shall perform all the necessary services provided under this contract in connection with and respecting the following project area:

City of Providence

and shall do, perform and carry out in a satisfactory and proper manner the following:

A. Scope of Services:

- i. The Grantee shall provide services to assist with the promotion and implementation of the Gallery Night Providence project which will showcase arts organizations and galleries in downtown Providence. Free transportation between venues shall be

provided to the public and visitors will be provided with the opportunity to browse and purchase a selection of contemporary and historic art and artifacts. This event shall be held Friday, August 23, 1996.

1. Audit

The Grantee agrees that its program must be audited by an Independent Public Accountant subject to approval by the City and conducted in accordance with HUD guides and standards for Community Development Block Grant recipients and Office of Management and Budget Circulars A-102, A-133, A-87 and A-122.

This audit along with all management letters connected with said audit should be complete and submitted to the City for approval within 90 days of the close of the Grantee's fiscal year. If the audit will not be complete within the aforementioned 90 days, the Grantee must notify the City in writing of the date of audit submission. Failure to complete a yearly audit will result in termination of this contract until the audit is complete and received by the City.

2. Monitoring

The City will assign experienced staff personnel to monitor all work covered under this contract in order to insure compliance with all pertinent federal, state and local regulations and ordinances. The Grantee shall be responsible for securing all necessary building permits and necessary permissions from Federal, State or local boards and commissions for work covered by or associated in any way with this contract.

Grantee agrees to provide full cost documentation of the procured budget items.

3. Time of Performance

The services of the Grantee are to commence on August 1, 1996 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purpose of this contract, but in any event all of the purchases or activities required hereunder shall be completed by August 30, 1996.

4. Compensation

The City will pay the Grantee the amount of \$2,800.00 (twenty eight hundred and 00/100 dollars) which shall constitute full and complete compensation for the Grantee's services hereunder.

Gallery Night - Transportation, advertising, printing, administrative

support

Such sum will be paid in the following manner, in every case subject to receipt of a requisition for payment and a cost control statement from the Grantee specifying that the Grantee has performed the work under this Contract in conformance with the Contract and that the Grantee is entitled to receive the amount requisitioned under the terms of the Contract subject to approval by the City. Cost documentation shall include evidence of comparative, competitive bids for outside vendors and invoices from vendors for all costs.

It is expressly understood and agreed that in no event will the total compensation and reimbursement if any to be paid hereunder exceed the maximum sum of \$2,800 for all of the services required unless authorized by the City.

5. Review and Revision

The project and grant budget will be reviewed as determined by the City and HUD. Financial assistance by the City for subsequent periods shall be conditional upon the (1) satisfactory performance of the Contract by the Grantee; (2) the availability of appropriations; and (3) approval of the project and grant budget by the City and HUD.

6. Non liability for personal injury

Neither the primary funding agency and/or its officials shall be held liable for claims for injury suffered by any person or for claims against the grantees or sub grantees property incurred in the performance of this agreement.

7. Partnership

It is understood and agreed that the employees, agents or representatives of the sub grantee are not to be considered legal employees agents or representatives of the City and that the grantee or sub grantee is not to consider itself to be a legal partner either of the City or the funding source.

8. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto as Part II -- Terms and Conditions, Part III Assurances

Finally, the Grantee shall comply with the special requirements of all out-of-state contractors, firms and/or vendors that provide goods and/or services to the City, that they shall be registered to do business with the State of Rhode Island through the Office of the Secretary of State.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and attested and the Grantee has caused the same to be duly executed in its behalf on the date first written above.

NAME

[Signature] (AS220)
EXECUTIVE DIRECTOR

9/10/96
DATE

ATTEST

Melena A. Criste

9/10/96
DATE

DEPARTMENT OF PLANNING AND DEVELOPMENT

[Signature]
DIRECTOR

9/10/96
DATE

ATTEST

Melena A. Criste

9/10/96
DATE

**CITY OF PROVIDENCE, RHODE ISLAND
DEPARTMENT OF PLANNING AND DEVELOPMENT**

CONTRACT PART II -- TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the Department of Planning and Development shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Contract shall, at the option of the Department of Planning and Development, become city property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Grantee shall not be relieved of liability to the Department of Planning and Development for damages sustained by the Department of Planning and Development by virtue of any breach of the Contract by the Grantee, and the Department of Planning and Development may withhold any payments to the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department of Planning and Development from the Grantee is determined.

2. Termination for Convenience of the Department of Planning and Development

The Department of Planning and Development may terminate this Contract any time by a notice in writing from the Department of Planning and Development to the Grantee. If the Contract is terminated by the Department of Planning and Development as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract less payments of compensation previously made.

Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Grantee shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Grantee during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

If this Contract is terminated due to the fault of the Grantee, Section I hereof relative to termination shall apply.

3. Changes

The Department of Planning and Development may from time to time, request changes in the scope of the services of the Grantee to be performed hereupon. Such changes, including any increase or decrease in the amount of the Contract compensation, which are mutually agreed upon by and between the Department of Planning and Development and the Grantee, shall be incorporated in written amendments to this Contract

4. Personnel.

- a. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the local public agency.
- b. All the services required hereunder will be performed by the Grantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract

6. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Department of Planning and Development. The Contractor shall be as fully responsible to the Department of Planning and Development for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he 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 provisions included in this Contract.

7. Assignability

The Grantee shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Department of Planning and Development.

Provided, however, that claims for money due or to become due the Grantee from the Department of Planning and Development under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval.

Notice of any such assignment or transfer shall be furnished promptly to the Department of Planning and Development.

8. Interest of Members of the Department of Planning and Development

No member of the governing body of the Department of Planning and Development and no other officer, employee, or agent of the Department of Planning and Development who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

9. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

10. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

11. Interest of Contractor

The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder.

The Grantee further covenants that in the performance of this Contract no person having any such interest shall be employed.

12. Fidelity Bonding

Any person or persons responsible for the receipt, custody, and disbursement of program assets shall be covered by fidelity bond in an amount consistent with the City of Providence's policy on this subject. The amount shall not be less than TEN THOUSAND DOLLARS (\$10,000) per person.

13. Restriction of Disbursement

No money under this Agreement/Contract shall be disbursed by the Grantee to any other contractor except pursuant to a written contract which incorporates the applicable General Conditions and unless the Grantee is in compliance with HUD and City requirements with regard to accounting and fiscal matters, to the extent they are applicable and in conformance with applicable City Transmittal Notices.

14. Non-Expendable Property

At the conclusion of this program all non-expendable property purchased with project funds shall revert to the City.

15. Records

Establishment and Maintenance of Records

Records shall be maintained in accordance with the requirements set forth in Article 5.A.3. above or as prescribed by HUD or the City, (Article 16.a.1 and 2. below), with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three years after receipt of final payment under this Contract.

1. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature of and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible and in conformance with Planning and Development accounting systems and procedures.

2. Monthly Cost Control Statements

Must be forwarded to the Department of Planning and Development no later than one month following the signing of this Contract and by the 8th of every month thereafter. Failure to comply shall result in loss of Contract and forfeiture of funds.

16. Reports and Information

At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data, and information as HUD or the City may request pertaining to matters covered by this Contract.

Monitoring of this project shall include, but not be limited to, the following measures:

A. Monthly Management Report:

The Grantee shall continue to provide the City a monthly report in such form as included in this Contract or in such forms as the City shall request in the future. Monthly Management Reports shall be signed by the Project Director or Coordinator and must be forwarded to the Department of Planning and Development no later than one month following the signing of this Contract, and not later than the 8th of every month thereafter.

B Construction Monitoring:

At any time during normal business hours and as often as the Department of Planning and Development (DPD) may deem necessary the Grantee will permit the Division of Project Management and Construction of the DPD to inspect any and all construction with respect to any and all matters covered under this Contract. The Division of Project Management and Construction will have the following responsibilities:

1. The Division of Project Management and Construction will be available for all construction and field inspections. Any needed coordination between the Division of Project Management and Construction Associate Director and/or project architects, will be the responsibility of the Division of Project Management and Construction.
2. Requisition/payment requests will be submitted directly to the Division of Project Management and Construction for processing. Project observation will be conducted by the Division of Project Management and Construction during its construction period.
3. Upon completion of any project, the Division of Project Management and Construction will hold the Grantee's retainer until the DPD program director or other administrative officer has been assured that the project has been completed in a satisfactory manner. If a project is not completed in a satisfactory manner, the program director or other administrative officer will make a complaint to the Division of Project Management and Construction. The Division of Project Management and Construction will be responsible for determining that DPD construction projects are satisfactorily completed.
4. In the event a change order or a change in the construction design is necessary, the architect in charge must process the request in conjunction with the Division of Project Management and Construction. The Division of Project Management and Construction will be responsible for providing evaluation and cost breakdowns and to insure availability of funds from the Fiscal Department. Any change order request will then be forwarded to the Director's Office to seek approval from the City Board of Contract and Supply.
5. In any event, all requests for change orders where approval of the Board of Contract and Supply is necessary, must be processed through the Division of Project Management and Construction.

C. Organizational Chart of the Project Administration:

Project Supervisor shall be the designee to be contacted in any or all matters pertaining to this Contract.

D. All data shall be maintained in accordance with requirements prescribed by HUD or the City and documents pertaining in whole or in part to this Contract shall be readily available to audit the staff of the Department of Planning and Development.

E. Inaccuracy, tardiness and noncompliance of data requirements without sufficient cause and explanation shall result in loss of Contract and unexpended funds.

17. Audits and Inspections

At any time during normal business hours and as often as the Department of Planning and Development, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the Department of Planning and Development, HUD, and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the Department of Planning and Development, HUD, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

18. Copyright

If this Agreement/Contract results in a book or other copyrightable material, the author is free to copyright the work but HUD reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material and all material which can be copyrighted.

19. Patents

Any discovery or invention arising out of or developed in the course of work aided by this Agreement/Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery including rights under any patent issued thereon shall be disposed of and administered, in order to protect the public interest.

20. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. Lobbying Prohibited

1. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by, or on behalf of or to any person for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. The Grantee certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. If the Grantee makes any subcontracts, subgrants, or contracts under grants, loans or cooperative agreements at any tier the above language must be included and all subcontractors shall certify and disclose accordingly where funds used are taken from a Federal source.

**CITY OF PROVIDENCE, RHODE ISLAND
DEPARTMENT OF PLANNING AND DEVELOPMENT**

CONTRACT PART III -ASSURANCES

The Grantee assures that it will comply with:

1. Federal Civil Rights related program requirements

A. (a) Title VI of the Civil Rights Act of 1964 (78 Stat. 252) (P.L. 88-352) the regulations of DOT issued thereunder (CFR Title 49, Subtitle A. Part 21) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of and transfer of such property, any transferee, for the period which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) Section 504 of the Rehabilitation Act of 1973.

© Fair Housing Amendments Act of 1988.

(d) The Age Discrimination in Employment Act of 1969.

(e) The Age Discrimination Act of 1975.

(f) The Americans with Disabilities Act of 1990