

GRANT AGREEMENT

between the

Rhode Island Department of Environmental Management
Office of Water Resources
235 Promenade Street
Providence, Rhode Island 02908

and

Bonnet Shores Fire District
130 Bonnet Shores Road
Narragansett, Rhode Island 02882

In the Amount of:

\$75,000.00

*2014 Flood prevention bond
Narragansett Bay & Watershed Restoration Fund
BWRP-2024-4*

For the Period of:

June 1, 2025 – July 31, 2027

For the Purpose of

Flood Management at Wesquage Pond

GRANT AGREEMENT

This Grant Agreement (hereinafter “Agreement”) is made and entered into by and between Bonnet Shores Fire District, a Domestic Non-Profit Corporation, located at 130 Bonnet Shores Road in Narragansett, Rhode Island 02882 (hereinafter “Grantee” and/or “BSFD”) and the State of Rhode Island, Department of Environmental Management, Office of Water Resources, located at 235 Promenade Street, Providence, Rhode Island 02908 (hereinafter “DEM”) (collectively the “Parties”).

WHEREAS, DEM has awarded the Grantee a grant to contract for design services to address chronic flooding at Wesquage Pond (hereinafter “Project”) as described in their Application attached as Exhibit A; and

WHEREAS, DEM has received funds for this Agreement originating from the 2014 Flood prevention bond: Narragansett Bay & Watershed Restoration Fund; and

WHEREAS, DEM and Grantee desire to enter into this Agreement to conduct work outlined in the Scope of Work and Budget attached as Exhibit B and to work together to coordinate and execute this work in a timely manner necessary to meet required deadlines; and

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Grantee enter into this Agreement, on the terms and conditions contained herein:

PARAGRAPH 1: TERM OF AGREEMENT

The term of this Agreement shall commence on June 1, 2025, and conclude on July 31, 2027, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration.

PERFORMANCE PERIOD: The Project must be completed within the Performance Period, which begins the date a Purchase Order is issued and ends by April 30, 2027 (hereinafter “Performance Period”). All invoices must be submitted to DEM within sixty (60) days following the completion of the Project Performance Period or by June 30, 2027 as described in the Contract Schedule (Exhibit B).

PARAGRAPH 2: PURPOSE

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

The DEM shall have the right at all times to inspect the work performed or being performed under this Agreement as well as the places where such work is performed.

PARAGRAPH 3: GRANTEE’S DUTIES

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

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

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

Upon request by DEM, Grantee shall make available all of its books, records, documents, and accounting procedures and practices relevant to this Agreement to the State for inspection and audits conducted pursuant to Paragraph 9 – State Audits.

PARAGRAPH 4: AUTHORIZED REPRESENTATIVES

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

Susan Kiernan, Administrator
Department of Environmental Management
Office of Water Resources
235 Promenade Street
Providence, Rhode Island 02908
Phone (401) 537-4246
Email: sue.kiernan@dem.ri.gov

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

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

Carol O'Donnell, Board Chair
Bonnet Shores Fire District
130 Bonnet Shores Road
Narragansett, Rhode Island 02882
Phone (401) 339-4903
Email: crmmodularhomes@aol.com

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

PARAGRAPH 5: CONSIDERATION AND PAYMENT

The total cost of the work to be performed under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), of which DEM will provide a total funding equal to no more than 75% of the actual expenses or a maximum amount of Seventy-Five Thousand Dollars (\$75,000.00). The Grantee shall provide a maximum match of Twenty-Five Thousand Dollars (\$25,000.00) or twenty-five percent (25%) of the actual expenses of the project costs pursuant to the Scope of Work and Budget.

DEM will not pay Grantee any expenditures outside of the performance period as set forth in Paragraph 1. All documented costs, expenditures and invoices shall be consistent with the Scope of Work and Budget.

All payments shall be on a reimbursement basis and made in accordance with procedures established by the DEM and the Rhode Island State Controller. Payment to Grantee by DEM shall not be more frequent than monthly, based on deliverables, requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable within sixty (60) days following the completion of the Project Performance Period or by June 30, 2027 as described in the Contract Schedule (Exhibit B).

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

PARAGRAPH 6: COMPETITIVE PROCUREMENT

With the exception of single source purchases, the Grantee, utilizing its established procedures, agrees to obtain the benefit of competitive pricing in procuring goods and services required for the Project. Consistent with RIGL § 37-13, the Grantee shall ensure that prevailing wage rates are applied for any construction funded by this Agreement. Also, consistent with RIGL § 37-14.1, the Grantee shall ensure that a minimum of fifteen percent (15%) of the dollar value of the work performed against contracts for construction exceeding Five Thousand Dollars (\$5,000.00) shall be performed by a Minority, Disadvantaged, or Woman Owned Business Enterprise certified by the Department of Administration (hereinafter “DOA”); or that a waiver of this requirement is obtained from DOA. Of that fifteen percent (15%), minority business enterprises owned and controlled by a minority owner, as defined in § 37-14.1-3 shall be awarded a minimum of seven- and one-half percent (7.5%) and minority business enterprises owned and controlled by a woman shall be awarded a minimum of seven- and one-half percent (7.5%). A copy of the certification or waiver must be submitted by the Grantee at the time of or prior to the submission of the first project payment request.

PARAGRAPH 7: ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS

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

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

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

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

PARAGRAPH 8: INDEMNIFICATION

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

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

PARAGRAPH 9: STATE AUDITS

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

PARAGRAPH 10: WORKERS' COMPENSATION

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

PARAGRAPH 11: PUBLIC RECORDS

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

PARAGRAPH 12: GOVERNING LAW

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

PARAGRAPH 13: TERMINATION

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

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

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

PARAGRAPH 14: ASSURANCES

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

PARAGRAPH 15: PUBLICITY

The Grantee shall post a sign at the Project listing DEM as the source of funding for the Project and give due credit to the DEM in the creation of products resulting from the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this Agreement must recognize the Department of Environmental Management and Narragansett Bay & Watershed Restoration Fund as the source of funding.

PARAGRAPH 16: SPECIAL CONDITIONS

- a) **Water Quality and Habitat Restoration Team:** The Grantee agrees to meet with the DEM Office of Water Resources, Water Quality and Habitat Restoration Team in advance of filing for applicable permits and to coordinate with the Team during permitting as needed.

- b) **Licenses:** The Grantee agrees to ensure that properly licensed individuals will do all work and applicable permits have been obtained.
- c) **Verification of Constructed Best Management Practices (hereinafter “BMPs”):** The Grantee shall provide written verification, stamped by a licensed professional engineer, that the project was constructed in accordance with approved design plans.
- d) **Maintenance of BMPs:** The Grantee agrees to maintain all installed BMPs in accordance with approved operation and maintenance plans for as long as the BMP remains in service.
- e) **Copyright:** Grantee is free to copyright any books, publications, or other copyrightable materials of or under this Agreement, but the DEM shall reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the materials or work for government purposes.
- f) **Work Hours Summary Sheet:** The Grantee, with every Request for Payment, shall submit a Work Hour Summary Sheet listing the firm(s), including the Grantee’s employees, the total number of hours worked, the total amount of payroll expensed, the total number of hours worked, and the total number of personnel employed on the project for the period covered by the reimbursement request.

PARAGRAPH 17: ATTACHMENTS

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

Exhibit A – Grant Application (*attached*)

Exhibit B - Scope of Work, Budget and Contract Schedule

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

WITNESSES

BONNET SHORES FIRE DISTRICT

By:

Carol O'Donnell, Board Chair

_____ Date

WITNESSES

STATE OF RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By:

Terrence Gray, P.E., Director

_____ Date

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____ of the **BONNET SHORES FIRE DISTRICT**, the Domestic Non-Profit Corporation described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said Non-Profit is organized under the laws of the State of Rhode Island that Carol O'Donnell, who executed said instrument as the Board Chair of said Non-Profit was then Board Chair of said Non-Profit and was duly authorized to execute said instrument on behalf of said municipality: that I know the signature of said Board Chair and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said Non-Profit on the _____ day of _____, 2025.

SIGNED: _____

EXHIBIT B - SCOPE OF WORK, BUDGET AND CONTRACT SCHEDULE

PROJECT INFORMATION:

Wesquage Pond is a freshwater pond located in Narragansett that is also connected to Narragansett Bay. Bonnet Point Road, which runs between Wesquage Pond, and the Bonnet Shores Beach Club has experienced persistent flooding, estimated at 15-20 occurrences annually. The growth of phragmites in the pond has adversely affected the pond habitat including its hydrology. There are also management concerns with respect to the water quality of the pond and preventing degradation from stormwater discharges. The BSFD, a quasi-municipality, manages Bonnet Point Road and the culvert that is part of the connection between Wesquage Pond and Narragansett Bay. Increased storm frequency and severity coupled with increased impervious surface cover within the watershed have resulted in situations where the flow outward from the pond is greater than the current hydraulic conveyance system's capacity. Severe storms also drive sand up through the Wesquage Pond outlet channel, limiting the effectiveness of the undersized culvert system. Although BSFD regularly conducts maintenance dredging under Rhode Island Coastal Resources Management Council (CRMC) Assent No: A2018-12-021 to open the channel, it may take weeks for flood waters to recede off Bonnet Point Road - one of two emergency evacuation routes for the Bonnet Shores community. The flooding conditions have resulted in significant damage to adjacent roadways, residences, as well as disturbance to the natural ecosystem of the pond.

PURPOSE:

The BSFD, a quasi-municipality located within the Town of Narragansett, through this grant project, will hire a consultant to complete planning and design work for actions to improve conditions in Wesquage Pond and mitigate flooding of Bonnet Point Road. It is anticipated that the design plan will include improved hydraulic conveyance including upgrades to the culvert that runs under Bonnet Point Road, and recommended stormwater best management practices (BMPs) in the watershed as well as a plan to manage phragmites within Wesquage Pond. The work will provide BSFD with the information needed to comply with application requirements for the permits that will be needed to implement the plans. The overall goals of the project are:

- Hire a consultant through a competitive qualification-based Request for Proposals process to complete engineering designs for a permitting-ready project to address flooding at Wesquage Pond and Bonnet Point Road. The consultant will play an instrumental role in the CRMC pre-permit and permit application processes. The consultant should be familiar with the CRMC permitting process with the initial process including the preparation of a preliminary decision submission to CRMC.
- Oversee the design of a limited invasive plant management program (removal of phragmites) to improve water flow, increase pond storage capacity, and support native plant species.

SCOPE OF WORK:

- BSFD, with assistance from DEM Office of Water Resources, will create a Request for Proposals to secure environmental/engineering consulting services that will subject to DEM review and approval. Once approved, BSFD will oversee the competitive bidding process and select the vendor. The consultant should be familiar with CRMC and Army Corps of Engineers permitting requirements. The consultant(s) must offer Professional Engineer and Wetland Biologist services, preferably with familiarity with the Wesquage Pond watershed. Subject to DEM approval of the selection and

confirmation of the final contractor scope of work and budget, BSFD will contract with the selected vendor and hold a project kick-off meeting with DEM.

- BSFD will work with its consultant to carry out field work and other technical tasks needed to plan for and design the flooding mitigation and habitat restoration project. In considering options for flood mitigation, the consultant shall take into account projections related to climate change including sea level rise and storm surge. The consultant will complete an analysis of the area hydrology that will provide the technical basis for the proposed upgrade to the culvert and any related other proposed cations to manage hydrology.
- BSFD and its consultant will coordinate with CRMC throughout the project including via pre-application meetings and will clearly identify the permitting pathways for the actions being considered in the project design plan. The approach to permitting may result in a phased implementation strategy; BSFD will review the permitting strategy with DEM and obtain approval to proceed.
- Following consultation with CRMC, BSFD and its consultant will develop the information and documentation required to prepare one or more draft permit applications for CRMC and as applicable for other agencies (e.g. Army Corps of Engineers).
- To the extent that the project design plan proposes activities prohibited by the CRMC Red Book, the CRMC Special Exception process will require a compelling public purpose towards environmental, biological, community, and economic benefits from the project.

BUDGET:

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

Item	Deliverable	Grant Amount	Match Amount
1	Consultant services: - RFP for Consulting Services - Project Kick-Off Meeting		\$25,000.00
2	Consultant/Engineering services: - Field work and engineering planning and analysis - Documented permitting strategy - Engineering design – Culvert upgrade & other hydraulic modifications if applicable, including O&M recommendations - Phragmites Control - Conceptual plan – upland stormwater BMPs - Draft CRMC Permit Application	\$75,000.00	
Total		\$75,000.00 [75%]	\$25,000.00 [25%]

CONTRACT SCHEDULE & DEADLINES	
Performance Period Start Date: <i>actual date PO is issued</i>	June 1, 2025
Request for Proposals: * Draft submitted to DEM for review and approval * Final RFP	September 30, 2025
BSFD Contract for Services Completed & Project Kick-Off meeting with DEM	December 31, 2025
Status Report #1: Completed field work and technical analysis including hydraulic analysis	January 31, 2026
Status Report #2 : Draft preliminary project plan identifying recommended actions	July 31, 2026
Approach to permitting approved by DEM	September 30, 2026
CRMC Pre-application Meeting	October 31, 2026
Respond to CRMC feedback	November 30, 2026
Status Report #3: Draft permit application (CRMC, others TBD)	February 28, 2027
Performance Period End Date: <i>all work completed by</i>	April 30, 2027
Final Invoices, MBE Utilization Report & Final Report Due to DEM	June 30, 2027
Purchase Order and Contract expiration date	July 31, 2027