

RESOLUTION OF THE CITY COUNCIL

No. 499

Approved November 22, 2017

WHEREAS, The property located on Assessor's Plat 42, Lot 79, (245 Althea Street) is owned by the City of Providence; and

WHEREAS, It is the intent of the parties that the City of Providence will enter into a lease with Children's Friend for the property at 245 Althea Street in accordance with the terms of the lease submitted to the Office of Head Start on March 31 2017, the changes requested by the Office of Head Start dated June 20, 2017, and with the following additional changes:

1. The monthly lease payments will be one thousand dollars (\$1,000) per month for the first one hundred twenty (120) months of the lease, and will increase to one thousand two hundred dollars (\$1,200) per month beginning in month one hundred twenty-one (121).

2. The City will evaluate its long term needs for 245 Althea Street during the first eighteen (18) months of the lease. If the City determines that it is able to sell the building, then it has the option to sell the building to Children's Friend at ninety percent (90%) of the lowest appraised value (if appraised value is stated as a range then the lowest amount in the range will be used) of its condition as of September 29, 2017. IF the appraised value of the building is greater than four hundred fifty thousand dollars (\$450,000), then Children's Friend can decline to purchase the building, the lease will continue and the City cannot sell the building to another party during the lease term.

3. If Children's Friend purchases the building, all prior lease payments will be put toward the purchase price.

4. If Children's Friend purchases the building and sells it in the future, the City has the right of first refusal to buy back the building.

5. Children's Friend will pay for the environmental remediation of the property.

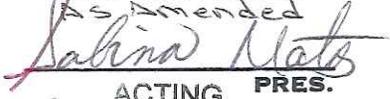
NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence does hereby authorize the Mayor to enter into a lease agreement with Children's Friend for the property located on Assessor's Plat 42, Lot 79, (245 Althea Street) in accordance with the terms of the lease submitted to the Office of Head Start on March 31 2017, the changes requested by the Office of Head Start dated June 20, 2017, and above-mentioned additional changes.

IN CITY COUNCIL

NOV 16 2017

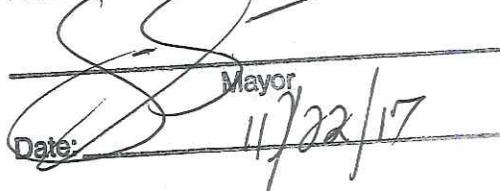
READ AND PASSED

As amended


ACTING PRES.


CLERK

I HEREBY APPROVE.


Mayor
Date: 11/22/17



Mayor of Providence

Jorge O. Elorza

September 29, 2017

Ms. Marina Winkler
Regional Program Manager
Office of Head Start, Region 1
Administration for Children and Families
JFK Federal Building, Room 2000
Boston, MA 02203

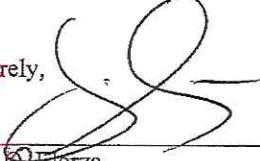
Dear Ms. Winkler:

This letter documents agreement between the Mayor of the City of Providence and the Providence City Council, regarding a lease to Children's Friend relating to a property at 245 Althea Street, currently owned by the City of Providence.

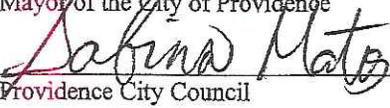
It is the intent of the parties that the City of Providence will enter into a lease with Children's Friend for the property at 245 Althea Street in accordance with the terms of the lease submitted to the Office of Head Start on March 31, 2017, the changes requested by the Office of Head Start dated June 20, 2017, and with the following additional changes:

1. The monthly lease payments will be \$1,000 per month for the first 120 months of the lease, and will increase to \$1,200 per month beginning in month 121.
2. The City will evaluate its long term needs for 245 Althea Street during the first 18 months of the lease. If the City determines that it is able to sell the building, then it has the option to sell the building to Children's Friend at 90% of the lowest appraised value (if appraised value is stated as a range then the lowest amount in the range will be used) of its condition as of September 29, 2017. If the appraised value of the building is greater than \$450,000, then Children's Friend can decline to purchase the building, the lease will continue and the City cannot sell the building to another party during the lease term.
3. If Children's Friend purchases the building, all prior lease payments will be put toward the purchase price.
4. If Children's Friend purchases the building and sells it in the future, the city has the right of first refusal to buy back the building.
5. Children's Friend will pay for environmental remediation of the property.

Sincerely,


Jorge O. Elorza
Mayor of the City of Providence

Print Name: Jorge Elorza


Sabina Matos
Providence City Council

Print Name: SABINA MATOS

City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-7740 Fax (401) 274-8240

Memo

To: Chairman Bryan Principe, Committee on City Property

CC: City Council members

From: Peter Asen, Director of Partnerships and Intergovernmental Affairs, Office of the Mayor

RE: Proposed changes to 245 Althea Street Lease

Date: November 15, 2017

Today, the Administration received notice that the federal Administration for Children and Families, which is providing a \$4.5 million grant to Children's Friend (CFS) to renovate the above-referenced property, requested a minor change to the lease that was previously provided to you. In paragraph 12, we have added the words "and ACF" in two places where it previously read just "CFS", so that those two places now read "CFS and ACF." The intention is to make clear that if the City should decide it wishes to terminate the lease, it must give proper notice both to the Children's Friend and to the federal government.

In addition, the new version we are sending you now deletes the words "together the term" in section 2 on the first page of the agreement. Those words were already struck through on the prior version you received, but were not deleted due to a clerical error.

Thank you for your consideration of these changes and your partnership in this matter.

A handwritten signature in black ink, appearing to be "Peter Asen", with a long horizontal flourish extending to the right.

LEASE

This Lease is entered into by and between the City of Providence ("City" or "Lessor") and Children's Friend and Service ("Lessee" or "CF&S"), a Rhode Island non-profit corporation on this ___ day of November, 2017.

It is mutually agreed by and between the parties as follows:

1. Property: The Lessor hereby leases to the Lessee the land and buildings commonly known as 245 Althea Street of the City of Providence (Assessor's Plat 42, Lot 79), consisting of one building totaling approximately twenty thousand (20,000) existing square feet of improvements (hereinafter the "Building") on approximately one half (0.5) acres of land (the "Land") (collectively the "Property").

2. Rent: Commencing no earlier than thirty (30) days following the issuance of a certificate of occupancy, the Lessee will pay to the Lessor the monthly rent of One Thousand Dollars (\$1,000.00), for the first one hundred and twenty (120) months of the lease. Monthly rent shall increase to one thousand two hundred dollars (\$1,200.00) beginning in month one hundred twenty one (121), and continuing to the end of the lease as described in Section 11. The Lessee will render payments on or before the fifteenth (15) day of each month.

3. Permitted Use: CF&S will use the Property primarily for early childhood and family support programming and uses incidental thereto, unless use for another purpose is consented to in writing by the Lessor. The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (the "Property Requirements") of federal, state, and city governments, and all other governmental authorities affecting the Property or the Lessee's use thereof, provided, however, that the Lessee shall be

entitled to a reasonable amount of time to bring the Property into compliance with existing Property Requirements for the proposed use. The Lessor hereby represents that the Property's current legal use is as a public school/educational facility for grades K through 12, and that Lessee's proposed use is a "Day Care Center - for more than 12 people receiving day care" as defined Section 1204 of the City of Providence Zoning Ordinance (Ch. 2014-39, No. 513), as amended. In the event Lessee is unable to procure zoning approval for its proposed use, this Lease and all obligations hereunder shall be null and void.

4. Option to Purchase.

(i) The City will evaluate its long term needs for Property during the first eighteen (18) months of this lease. If during the 18-month period, the Lessor determines that it wishes to sell the Property, then the Lessee shall be required to purchase the property, provided that the City provides notice to the Lessee within one (1) calendar day of the expiration of the 18 month period. The City and the Lessee agree that the purchase price for the property shall be four hundred and five thousand dollars (\$405,000) (in "as is" condition on the date of the sale), which is equal to ninety percent (90%) of the lowest appraised value (if appraised value is stated as a range, then the lowest amount in the range will be used) of its condition as of September 22, 2017

(ii) If CF&S purchases the Property, all lease payments made prior to the date of closing shall be credited toward the purchase price described in Section 4(i).

(iii) If CF&S purchases the Property and subsequently offers it for sale at a future date, the City shall have the right of first refusal, provided, however, the City exercises such right within ninety (90) days of receipt of written notice from CF&S of its intent to sell.

(iv) CF&S is responsible for any environmental remediation needed to take occupancy of the building. If CF&S acquires the Property, it shall pay for any remaining environmental remediation of the Property.

5. Condition of the Property, Repairs, Maintenance and Utilities.

(i) Except as otherwise set forth herein, the Lessee agrees to keep the Property in substantially the same condition existing as of the commencement of the Term, reasonable wear and use and casualty excepted.

(ii) The Lessee shall pay for and perform exterior grounds maintenance on the Property during the Term to keep the sidewalks, curbs, drives, and grounds in good order and repair, in clean and orderly condition, and safe for all persons on Property free of dirt, rubbish, snow, ice, and unlawful obstructions; such exterior grounds maintenance shall include, but not be limited to, recycling and waste removal, snow removal, snow plowing, and sanding/salting.

(iii) The Lessee shall be responsible for custodial services required to maintain the interior of the Building during the Term.

(iv) The Lessee shall be responsible for the payment of all utilities in connection with the use and occupancy of the Property.

6. Alterations and Improvements:

(i) The Lessee, at its sole cost, shall have the right to make such non-structural alterations, additions and improvements to the Property as may be necessary or desirable, provided that such non-structural alterations, additions and improvements do not decrease the value of the Property or Building in any material respect.

(ii) The Lessee, at its sole cost and expense, shall have the right, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or

delayed, to make such structural alterations, additions and improvements (the "Structural Alterations") to the Property or Building, provided such Structural Alterations do not decrease the value of the Property or Building in any material respect. Notwithstanding the foregoing, any of the capital improvements described on Exhibit A (Vision 3 Feasibility Study) attached hereto are considered pre-approved by the Lessor and shall not require the Lessor's further written consent.

(iii) The Lessee shall, before making any alterations, additions or improvements (including Structural Alterations), at its sole cost and expense, obtain all permits, approvals and certificates required by any governmental authority. The Lessor agrees to use its best reasonable efforts to assist the Lessee in obtaining such permits, approvals and certificates.

(iv) The Lessee shall require the Lessee's contractors and subcontractors to carry such worker's compensation, general liability, and personal and property damage insurance as the Lessor may reasonably require.

(v) The terms and conditions of this Lease shall be fully applicable to any alternations, additions or improvements (including Structural Alterations) to the Property or Building made by the Lessee during the Term. The Lessee may, prior to making any such additions, alterations or improvements, request the Lessor's consent to their removal at the end of the Term. If such consent is requested, the Lessor shall be deemed to have given such consent unless a written denial is given to the Lessee by the Director of Public Property of the City of Providence within sixty (60) days after such consent is requested in writing. Lessee may, but shall have no obligation to, remove any alternations, additions or improvements to the Property or Building upon the expiration of the Term. To the extent such alterations, additions or improvements are left at the Property for more than thirty (30) days after the expiration of the Term, such alterations, additions of improvements (including Structural Alterations) shall be

deemed abandoned, shall become the property of the Lessor without payment therefor by the Lessor, and shall be deemed included in the Property

7. Insurance:

(a) The Lessee will obtain and pay for commercial general public liability insurance insuring the Lessee against loss from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries or death, One Million Dollars (\$1,000,000) per person injured or deceased, provided that any claim for loss of consortium shall be considered a separate injury; and on account of an accident resulting in damage to property, Two Hundred Thousand Dollars (\$200,000). The Lessee shall include the Lessor as an additional insured on such general commercial public liability insurance.

(b) The Lessee will obtain and pay for property and casualty insurance on the Property, in an amount equal to full replacement cost thereof with an agreed amount endorsement, such insurance to afford protection against fire and other perils customarily covered by a so-called special form "all risk" policy. The Lessee shall include as mortgagee and loss payee on such property and casualty insurance the Lessor and any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate which the Lessor or such mortgagee or trustee may request to be included as an additional insured in writing to the Lessee.

(c) Any insurance policy required pursuant to this Lease shall not be canceled without at least ten (10) days prior written notice to each insured named therein. On or before the commencement of the Term and thereafter prior to the expiration date of each expiring policy, certificates of such policies by such insurers shall be delivered by the Lessee to the Lessor and by the Lessor to the Lessee, as applicable.

8. Assignments and Subleases: Other than a sublease of space to West Side Play Space, the Lessee will not assign or encumber its interest in this Lease or in the Property or sublease all or any part of the Property, or permit any other person, firm, or corporation to occupy or use all or any part of the Property without first obtaining the Lessor's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that, without the Lessor's consent in the form of an affirmative vote of the Providence City Council, the Lessee may assign this Lease or sublet the Property or any portion thereof to any entity which indirectly controls, is directly or indirectly controlled by, or is under direct or indirect common control with Lessee including, but not limited to, a single purpose entity utilized in connection with the financing of improvements to the Property by the Lessee. CF&S further agrees not to sublease, assign or otherwise transfer the leased property, or use the leased premises for a non-grant-related purpose(s), without written approval of the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Grants Management ("ACF"). This provision shall survive the expiration of grant support by ACF. For the purpose of this paragraph, "control" shall mean the power to direct the management and policies of such entity whether through the exercise of voting rights or similar rights under the constituent organizational documents of such entity. In addition, it is agreed that Lessee has the right to mortgage or otherwise encumber its leasehold interest as provided in Section 22 without first obtaining the Lessor's written consent inasmuch as it is anticipated and acknowledged by the Lessor and Lessee that Lessee will be financing improvements to the Property which will be secured by a leasehold mortgage on the Property.

9. Lessee Default: The Lessee will be in default under this Lease upon the occurrence of any of the following events or conditions:

(i) The Lessee's failure to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after written notice thereof to the Lessee by the Lessor.

(ii) The Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after written notice thereof to the Lessee by the Lessor, provided that if the default is of such a nature that it cannot be cured within said thirty (30) day period, Lessee shall have such additional time as is needed to cure provided it uses its due diligence to do so.

Upon the occurrence of an event of default under this Section, the Lessor may, at its option, and in accordance with applicable law, terminate this lease by written notice to Lessee and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass, subject to the provisions herein.

a. Notwithstanding the Lessor's right to terminate, the Lessor shall first be obligated to inform ACF of any Lessee default within thirty (30) days' of the occurrence of a default, after which ACF shall have the opportunity within sixty (60) days' of its receipt of such notice to cure any default of the Lessee.

b. ACF may intervene to ensure that default is eliminated by the Lessee or another recipient named by ACF.

c. The Lessor shall accept payment of money or performance of any other obligation by ACF's designee, for the Lessee, as if such payment of money or performance had been made by Lessee.

d. In the event of a default by Lessee, the grant is terminated, or the Lessee vacates the leasehold before the end of the lease term, ACF shall have the right to

designate a replacement for the Lessee for the balance of the lease term, subject to approval by the Lessor, which approval shall not be unreasonably withheld and only for good cause.

10. Lessor Default: The Lessor will be in default under this Lease upon the Lessor's failure to perform or fulfill any term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessor by the Lessee. Upon the occurrence of an event of default under this Section, the Lessee may, at its option, in addition to its remedies at law and in equity, terminate this lease, subject to the terms of paragraph 9(a)-(d) above, by written notice to the Lessor, and thereafter the CF&S shall have no further obligations to the City.

11. Term and Termination: The Term of this Lease shall consist of an "Initial Term" and any "Extension Term."

a. The "Initial Term" shall be for a thirty year (30) period, which period shall begin on the date that the Property is delivered to the Lessee subject to the provisions of Paragraph 30 hereof and all covenants of Lessee contained in this Lease shall not commence or be enforceable against Lessee until and after the first day of the Initial Term. An "Extension Term" shall consist of a five (5) year term from the date of expiration of the Initial Term or any subsequent "Extension Term."

b. CF&S shall have the option to extend the Initial Term of this Lease for four (4) successive Extension Terms, subject to the same terms and conditions as set forth herein.

c. The Initial Term or an Extension Term, as applicable, shall be automatically extended unless CF&S notifies the City in writing on or before April 1 that precedes

the expiration of the Initial Term or the applicable Extension Term of its intention not to extend the Initial Term or Extension Term, as applicable.

12. Cancellation – Upon a finding by two-thirds of the City Council that the Property is needed for public use, the City Council may cancel this Lease, provided CF&S and ACF are given at least one (1) academic year's notice prior to the date of cancellation, which means that cancellation will occur, on the June 30th following the 365th day after CF&S and ACF are notified of the cancellation, except by mutual agreement in writing. Said cancellation operates as a termination of the lease. Notwithstanding this provision, the City agrees not to cancel the Lease or exercise its power of eminent domain under paragraph 19 of this Agreement, during the first 72 months of the Lease.

13. Right to Terminate Lease. The City and CF&S agree that CF&S shall have the right to terminate this Lease by giving the City thirty (365) days' written notice at any time during the Lease term. Upon such termination of this Lease, CFS shall have no further obligations.

14. Indemnification: CF&S agrees to indemnify and hold harmless the City, its officers, employees and agents, from and against any and all threatened, filed and pending claims, actions, causes of action, demands, damages, and/or judgments (a "Claim") that may be brought against the City arising out of or in connection with the Property during the Term, including but not limited to any claims brought by persons entering upon the Property, and/or for the negligent or willful misconduct or intentional wrong of the Lessee, its sub lessees, their employees or agents unless such Claim arises from or results from the misconduct or negligence of the City or its agents, servants or employees. The Lessor and the Lessee shall each give prompt written notice to the other of any action or proceeding brought against it relating to the Property. CF&S shall have the option to defend against any such Claim with counsel of its choice and the City agrees to cooperate

reasonably in any such defense. As long as the defense is being handled by CF&S, the City shall not settle any such claim, action, or proceeding without the prior written consent of the Lessee. In the event CF&S shall elect not to defend any such claim, action, or proceeding, CF&S shall indemnify the City as herein provided.

15. Notices: No notice, approval, consent, or other communication permitted or required under this Lease will be effective unless hand delivered or sent postage pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the City: Director of Public Property, City Hall, 25 Dorrance Street, Providence, RI 02903, with a copy to the City Solicitor, Law Department, 444 Westminster Street, Suite 200, Providence, RI 02903; if to the Lessee: Attention David Caprio, Registered Agent for Service of Process, , 153 Summer Street, Providence, RI, 02903, with a copy to the chair of the Board.

16. Director of Public Property. Approval of (i) any alterations or improvements by the Lessee, (ii) any alternate uses of the Property, or (iii) any subletting or assignment of the Property may be made by and on behalf of the Lessor/City by the Director of Public Property.

17. Signage: Consistent with the City's Zoning Ordinance, the Lessee shall be allowed to erect signage on the Property, including on the building face, designating the building as "Children's Friend" or a similar designation. Existing signage may be removed by the Lessee and delivered to the Director of Public Property.

18. Destruction by Casualty: If the Property is damaged or destroyed in whole or part by storm, fire, lightning, earthquake or other casualty, the Lessor shall have no obligation to restore the Property. The Lessee may, at its option, insure the Property from such damage or destruction and assume the full obligation and costs of repair or restoration. If access to the Property is

substantially denied to the Lessee, or twenty-five percent (25%) or more of the usable area of the Property is rendered unusable by the Lessee, in the Lessee's good faith judgment, as a result of such casualty, then the Lessee may cancel this Lease by written notice to the Lessor and this Lease shall terminate thirty (30) days after the date of such notice.

19. Eminent Domain (subject to Section 12 of this Lease):

(a) If the entire Property shall be taken for public purposes, then this Lease shall terminate as of the date the Lessee shall be required by law to vacate the Premises or earlier upon the Lessee's election by giving at least thirty (30) days prior written notice to the Lessor. The Lessor shall use any condemnation proceeds to repay the Lessee for the value of its leasehold estate and any capital improvements made by the Lessee, calculated in accordance with Section 22 herein, which repayment shall be made by the Lessor first to the holder of any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, and then to the Lessee.

(b) If such portion of the Property or access thereto shall be taken so as to render the Property, after repair and restoration, unsuitable for the continuance of the Lessee's business in substantially the same manner as was being conducted immediately prior to such taking, the Lessee shall have the right to terminate this Lease by giving at least thirty (30) days prior written notice to the Lessor. Lessor shall use any condemnation proceeds to repay the Lessee for the value of its leasehold estate and any capital improvements made by the Lessee, calculated in accordance with Section 24 herein, which repayment shall be made by the Lessor first to the holder of any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, and then to the Lessee.

20. Covenant of Quiet Enjoyment: The Lessor covenants that upon the Lessee's paying the rent herein reserved and performing and observing all the other covenants to be performed and observed on the part of the Lessee, the Lessee may use and occupy the Property throughout the Term.

21. Non-Disturbance: The Lessor covenants and agrees to obtain for, and to provide to the Lessee, from each mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, beneficiary under a deed of trust, underlying landlord or other party whose title might now or hereafter become superior to the title of the Lessor, or who may perfect any title that might otherwise cause a termination of this Lease (collectively, the "Superior Parties"), a written agreement, in form and substance reasonably satisfactory to the Lessee, providing that the Lessee's use, occupancy and possession of the Property, and other rights under this Lease will not be disturbed so long as the Lessee shall not be in default hereunder beyond any applicable grace or cure period for curing the same. The Lessor represents and warrants to the Lessee that there are as of the date of this Lease no Superior Parties.

22. Mortgaging of Leasehold Estate: In the event the Lessee mortgages its leasehold estate and the mortgagee or holder of the indebtedness secured by the leasehold mortgage or trust deed shall notify the Lessor, in the manner provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of indebtedness, then, in such event, the Lessor agrees that for the benefit of such mortgagees or holder of indebtedness from time to time:

(a) Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on the Lessee, a duplicate of any and all notices or demands given by the Lessor to the Lessee. Such notices shall be given in the manner and be subject to the terms of

the notice provisions of this Lease at the last known address for such mortgagee or holder of indebtedness.

(b) Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants under this Lease, of curing any default of the Lessee or of exercising any election, option or privilege conferred upon the Lessee by the terms of this Lease within the applicable cure periods set forth herein.

(c) The Lessor shall not terminate this Lease or the Lessee's right of possession for any non-monetary default of the Lessee which, although curable, is of such a nature that it cannot be cured within a period of 30 days, if, within a period of 30 days after the Lessor gives such default notice, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch as provided. While such cure is being prosecuted, the mortgagee or holder of indebtedness shall pay or cause to be paid all rent on a timely basis.

(d) No rights, privilege or option to amend, cancel or terminate this Lease, available to the Lessee, shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness unless such joining is waived in writing by any such mortgagee or holder of the indebtedness.

(e) Except as aforesaid, no liability for the payment of rental or the performance of any of the Lessee's covenants and agreements shall attach to or be imposed upon any mortgagee or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, unless such mortgagee or holder of indebtedness forecloses its interest and becomes the Lessee under this Lease.

(f) Following a foreclosure of any leasehold estate by any mortgagee or holder of any indebtedness secured by any mortgage or trust deed (or its designee(s) or nominee(s)), the Lessor agrees to execute and deliver a new lease to such mortgagee or holder of indebtedness (or its designee(s) or nominee(s)), having the same relative priority in time and in right as the Lease and having the benefit of all of the right, title, interest, powers and privileges of the Lessee under the Lease in and to the Premises, including specifically an assignment of the Lessor's interest in and to any then-existing sublease where the subtenant may have attorned to the Lessor and may have been recognized by the Lessor. The Lessor hereby agrees that with respect to any such sublease, it will not modify or amend any of the terms or provisions thereof, during the period between the expiration or termination of the Lease and the execution and delivery of the new lease.

(g) Nothing contained herein shall be deemed to obligate the Lessor to subordinate its fee simple title to any such leaseholder mortgage.

23. Estoppel Certificate: The Lessor and the Lessee agree, at any time, and from time to time, upon not less than 30 days' prior written notice from the other party, to execute, acknowledge and deliver to the requesting party, and to any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, or any other specific third party which the requesting party may designate, a statement in writing addressed to the requesting party and other party designated by the requesting party certifying all of the following: (a) that this Lease is in full force and effect without any amendments or modifications (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) setting forth the actual commencement and expiration dates of this Lease, the dates to which rent and other charges, if any, have been paid; and (c) stating whether or not to the knowledge of such party there exists any default by either party in the performance of any covenant, agreement,

term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by the certifying party; it being intended that any such statement delivered pursuant hereto may be relied upon by the party to whom it is certified.

24. Capital Improvements. The calculation of any repayment of capital improvements by the Lessor to the Lessee under this Lease shall be based on the initial construction cost of the capital improvements less depreciation of such capital improvements in accordance with the requirements of the Internal Revenue Code in effect at the time of repayment.

25. Amendments, Waivers, Consents, etc.: No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. Wherever any consent or approval is required from any party to this Lease it shall not be unreasonably withheld, conditioned or delayed.

26. Cumulative Rights: Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

27. Entire Agreement: This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by the Lessor and the Lessee.

28. Governing Law and Severability: This Lease shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

29. Recording: The Lessor shall record this lease and any amendment hereto in the land evidence records of the City of Providence. The recording shall include an Affidavit (Attachment A) setting forth the following:

- (i). the address and legal description of the property;
- (ii) the date of the Notice of Award under which funds were provided for any renovations and the grant award number;
- (iii). that the grant incorporated conditions which include restrictions on the use of the property and provide for a Federal interest in the property for the term of the lease or other arrangement;
- (iv). that the property may not be used for any purpose during the lease that is inconsistent with that authorized by the funding program and applicable regulations;
- (v). that grantees must meet all of the requirements of 45 CFR Part 75 pertaining to the purchase and disposition of real property;
- (vi). that the leasehold interest may not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the permission of the responsible Health and Human Services official;
- (vii). that these conditions and requirements cannot be altered or nullified through a transfer to ownership; and

(viii). that ACF has the right to designate an alternate tenant, subject to the approval of the Lessor, which will not be withheld except for good reason, not including the willingness of another party to pay a higher rent.

30. Delivery of the Property. The Property shall, on the date of delivery, be delivered to CF&S broom clean and free of any personal property or refuse of the City. Any personal property on the Property on the date of delivery shall be deemed abandoned by the Lessor and may be disposed of or used by Lessee as CF&S sees fit. Should the Lessor leave any personal property on or at the Property, the cost of removal of any such personal property shall be at the sole cost of the Lessor and shall be paid by the Lessor to the Lessee within thirty (30) days of the delivery to the Lessor of invoices evidencing such cost.

31. Authority to Bind. The Parties signing this Agreement warrant and represent that they have the proper corporate, governmental, or other authority to execute this Agreement.

[Signatures Appear on the Following Page]

IN WITNESS THEREOF, the Lessor and the Lessee have executed this Lease on the ____
day of _____, 2017.

City of Providence,

By: Jorge O. Elorza, Mayor

Children's Friend and Service

By: David Caprio, President

Approved as to form and correctness:

Jeffrey Dana, City Solicitor

\\mar-server\Shared-Data\DATA\WPDATA\Xxx Xxx\Lease (Blacklined) 10.12.16A.docx

Exhibit A: Pre-Approved Capital Improvements

TO BE INSERTED Vision 3 Feasibility Study



VISION³ ARCHITECTS



**Feasibility Study For
Renovations And
Building Addition
New Head Start Center**

245 Althea Street
Providence, RI

Vision 3 Architects
Project # 17032a

March 29, 2017



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Preliminary Construction Cost Estimate

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**CHILDREN'S FRIEND: Feasibility Study For Renovations And
Building Addition For A New Head Start Center
245 Althea Street, Providence, RI**



EXECUTIVE SUMMARY

PART I

EXECUTIVE SUMMARY

PROJECT DEFINITION

The Project consists of a Feasibility Study to determine the suitability of an existing building located at 245 Althea Street in Providence, RI, to accommodate a new Head Start Center facility. Vision 3 Architects conducted a building walk through to observe the existing condition of the building, identify required improvements, and identify building and fire code deficiencies. In general, the building appears to be suitable for the proposed use but requires significant renovations and upgrades. Additionally, a building addition is necessary to accommodate the Head Start Center program.

As requested Vision 3 Architects completed a schematic design to determine if the proposed Head Start Center program could be accommodated in the building. The proposed design requires a comprehensive renovation of the existing basement, first floor, and second floor. Additionally, an entrance building addition is required to house the new elevator, egress stair, vestibule and lobby, and provide improved access and security. Relocation and reconstruction of the exit stairs is necessary to meet the necessary remoteness of the exit stairs.

The proposed renovation work includes masonry improvements to the building façade, replacement of some existing windows, modifications and improvements to the floor structural framing system to accommodate the stair relocation, new HVAC, plumbing, electrical and fire protection systems. Primary utility services will also require upgrades to meet the demand of the new building systems

The proposed program includes six (6) classrooms, a food prep area, administrative space, a nurse's office, and other support spaces. Each classroom accommodates children's restrooms, and a dedicated service area to enable preparation of meals and large multiple windows to maximize daylight in the classrooms.

The proposed building design shall meet applicable building, fire code requirements, and conform to the Department of Children, Youth and Family (DCYF) design standards. Work will be completed as described in the Preliminary Construction Cost Estimate in Part 3 of this document.

The project is further described in the attached documents.

**CHILDREN'S FRIEND: Feasibility Study For Renovations And
Building Addition For A New Head Start Center
245 Althea Street, Providence, RI**

DESIGN DOCUMENTS



PART 2

225 Chapman Street
Providence, RI
02905-4592

401.461.7771
fax 401.461.7772
email: v3@vision3architects.com

MEMORANDUM

Project: Children's Friend
Feasibility Study For
A New Head Start Center
245 Althea Street
Providence, RI

Architect's Project No.: 17032a

RE: Conceptual Design List of Building Construction & Materials

Date: March 29, 2017

Vision 3 Architects prepared the following work scope to assist in preparing the Preliminary Construction Cost Estimate for the Project. The proposed work scope is conceptual and will vary as the Project is further developed. We recommend including in the cost estimate a 5% design and 10% construction contingency.

PROPOSED WORK SCOPE:

Site Work:

- Demolition and disposal of unused existing building entrances, pavement and fencing in its entirety.
- Remove existing fence along property line and replace with 5' high chain link fence and gates where indicated on the proposed site plan, Permacoat PC-20 Fence Pipe (Commercial model) with black powder coat finish and privacy slats by "Ameristar Fence".
- New site work includes excavation and earthwork to accommodate new building addition foundation, parking and playground areas.
- Upgrade of all primary utility services including, new electrical service, new fire protection service, and new telephone and data services.
- New asphalt pavement, and curbing per limits indicated on the conceptual site plan.
- New 4" concrete slab with 6"x6" steel mesh reinforcing at limits of new sidewalks and access walk as indicated on the conceptual site plan.
- New precast concrete curb stops.

Landscape Work

- New loam and seed at all landscape areas as noted on the conceptual site plan.
- New 6'-0" high arborvitae trees. Refer to site plan for location and quantity.

Playground

- Fencing: Furnish & install new 8'-0" high playground fence system with all required accessories and access gates and hardware based on (Aegis Plus light commercial Ornamental Steel Fence) by "Ameristar". Refer to conceptual site plan for work limits.
- Playground Surface Floor System: Two-part synthetic skid resistant resilient playground safety surface flooring system, based on "PebbleFlex" system by Landscape Structures or equal.

EXISTING BUILDING

BUILDING AREA

Existing Basement:	6,676 s.f. gross
Existing First Floor:	6,566 s.f. gross
<u>Existing Second Floor:</u>	<u>6,566 s.f. gross</u>
Total Building Area:	19,808 s.f. gross

Roof System:

- Existing roof to remain

Building Structure:

- Existing to remain.

Building Façade:

- Repaint/repair exterior. Patch where new building addition meets existing building.
- Furnish and install all labor and materials associated with the masonry restoration work at all damaged brick wall surfaces.
- **Exterior Glazing:** 2" x 4 1/2" extruded clear anodized aluminum frame (thermally broken) with 2" tinted Low E insulated glass with "Argon" gas, based on I600 Curtainwall system by "Kawneer".
- **Exterior Doors:** All exterior doors to be 3'-0" x 7'-0" x 1-3/4" insulated galvanized metal doors with painted finish. Door frames to be steel welded frames, factory primed and field painted. Include heavy-duty commercial grade door hardware and locksets with interchangeable cores to match owner's standards.

Interior Wall Construction:

- 3-5/8" 20-gauge metal studs @ 16" O.C. with 5/8" gypsum board sheathing (abuse-resistant gypsum board up to 4'-0" a.f.f.), 4" rubber wall base and sound batt insulation extending to the underside of structure above, primed and painted with 2 coats of finish paint.
- Infill existing wall openings in all fire rated walls with UL listed approved wall construction. (See Floor Plan for locations).

- 3-5/8" 20-gauge metal studs @ 16" O.C. with 1/2" cement backer board and ceramic tile finish (up to 4'-0" a.f.f. on wet wall only) at all Restrooms.
- Paint finish based on Duration Home by "Sherwin Williams."
- Ceramic wall tile and cove base tile based on 3" x 6" Rittenhouse Square by "Daltile."
- Rubber wall base based on "Roppe."

Ceiling Construction:

- 2'-0" x 4'-0" Fine Fissured with tegular edge acoustical ceiling by "Armstrong" with 5/16" Prelude grid system throughout all classroom, conference rooms, open office, food Prep area, waiting areas, vestibule, reception area and corridors. Coordinate all locations with floor plan.

Interior Doors:

- 3'-0" x 7'-0" x 1-3/4" solid core birch-veneer wood doors with clear polyurethane finish at all Classrooms and Administration spaces.
- 3'-0" x 7'-0" x 1-3/4" 1-1/2 hour fire-rated solid core birch-veneer wood doors with fire glass vision panel and clear polyurethane finish and associated rated hardware at all egress points.
- 2" x 4-1/2" hollow metal knock-down frames factory primed and field finished.
- Heavy-duty commercial grade door hardware with US26D finish.

Floor Covering:

- Carpet (broadloom) based on 5A020 Glow by "Shaw Contract" at all Administration spaces.
- VCT based on Excelon Stonetex by "Armstrong" at all Classrooms and corridors.
- Porcelain tile based on 12" x 24" Color Blox EC by "Crossville" at all Restrooms and Food Prep areas.
- Alternate: Provide alternate Cost Estimate for removal and abatement of all existing floor covering.

Rough Carpentry:

- Furnish and install all labor and materials to complete wood blocking in walls for wall and base cabinets, tack boards, visual boards, etc.

Millwork:

- Plastic laminate counters – unless noted otherwise below, all counters shall be "Wilsonart" plastic laminate with 3/4" MDF substrate at all dry locations; All counters with a sink shall have 3/4" Medex substrate. Provide 4" plastic laminate back splash with 1/2" x 1/2" Solid Surface nosing. Detail / Finish to be determined.
- Solid Surface Counters – Counters at all service areas in the classrooms shall be "Wilsonart" solid surface material with integral 4" "Wilsonart" back splash and 1 1/2" nosing. Detail / Finish: to be determined. Substrate to be 3/4" Medex substrate.

- Upper Cabinets: Upper wall cabinets to be constructed of ¾" MDF with plastic laminate finish, and melamine interiors with adjustable shelves. Cabinets to be 1'-2" deep and 3'-0" high. Plastic laminate by "Wilsonart". Color to be determined.
- Lower Cabinets: Lower base cabinets to be constructed of ¾" MDF with plastic laminate finish, and melamine interiors with adjustable shelves. Cabinets to be 2'-0" deep with a counter height of 3'-0" high. Plastic laminate by "Wilsonart". Color to be determined.
- All drawers and doors shall have 4" wire pulls, finish to be US26D.

Miscellaneous:

- Furnish and install all Restroom accessories by "Bobrick".

BUILDING ADDITION

Basement Addition:	1,200 s.f. gross
First Floor Addition:	1,200 s.f. gross
Second Floor Addition:	<u>614 s.f. gross</u>
Total Building Area:	3,014 s.f. gross

Roof System:

- 60 mil. Reinforced TPO (thermoplastic polyolefin) based roofing membrane (white), mechanically attached to 4" Polyisocyanurate insulation board, over 3 ½" corrugated steel deck secured to steel bar joists and steel frame. (20-year roof membrane system warranty).

Building Structure:

- Structure to be 12" x 10'-0" high concrete foundation wall with 12"x2'-0" concrete footing, steel frame with columns, beams (20' grid) and joists with 6" exterior steel stud wall framing, 6" concrete-slab-on-grade at basement, composite concrete and metal deck; First and second floors, steel roof deck.

Building Façade:

- **Cavity Wall Construction:** 6", 20 gauge steel stud wall frame with air and damp proof membrane, 2" polyisocyanurate insulation board, 1 ½" min. air space, with exterior cladding consisting of masonry veneer, and 4" clear anodized aluminum fascia.
- **Exterior Glazing:** 2" x 6 ½" extruded clear anodized aluminum frame (thermally broken) with 2" tinted Low E insulated glass with "Argon" gas, based on I600 Curtainwall system by "Kawneer".
- **Exterior Doors:** All exterior doors to be 3'-0" x 7'-0" x 1-3/4" insulated galvanized metal doors with painted finish. Door frames to be steel welded frames, factory primed and field painted. Include heavy-duty commercial grade door hardware and locksets with interchangeable cores to match owner's standards.

Elevator:

- Machine-Roomless Gearless 4 stop elevator model Gen2 by "Otis Elevator Company".

Interior Wall Construction:

- 3-5/8" 20 gauge metal studs @ 16" O.C. w/ 5/8" gypsum board sheathing (abuse-resistant gypsum board up to 4'-0" A.F.F.). Extend wall construction to underside of roof deck above. Prime and paint with two (2) coats of finish paint.
- **Paint finish:** based on Duration Home by "Sherwin Williams."
- **Wall Base:** 4" Rubber wall base based on "Roppe."

Ceiling Construction:

- 2'-0"x4'-0" Fine Fissured with tegular edge acoustical ceiling by "Armstrong" with 5/16" Prelude grid system throughout all classroom, conference rooms, open office, food Prep area, waiting areas, vestibule, reception area and corridors. Coordinate all locations with floor plan.

Interior Doors:

Furnish and install new doors, frames and associated hardware as indicated on the floor plan:

- 3'-0" x 7'-0" x 1-3/4" solid core birch-veneer wood doors with clear polyurethane finish at all classrooms and administrative spaces.
- 3'-0" x 7'-0" x 1-3/4", 1 1/2 hour fire-rated solid core birch-veneer wood doors with clear polyurethane finish, fire glass vision panel and associated rated hardware at all egress points.
- 2" x 4-1/2" hollow metal knockdown frames factory primed and field finished.
- Heavy-duty commercial grade door hardware with US26D finish.

Floor Covering:

- Floor prep: Two-part epoxy moisture control ("Ardex" MC Moisture Control System) and self-leveling underlayment ("Ardex" K 15).
- Vinyl Composition Tile (VCT): New 12"x12" VCT tile at all floor areas including Classrooms, corridors, storage areas, and staff breakroom.
- Porcelain Tile based on 12"x24" Color Blox EC by "Crossville" at new Children's Toilet room, Service Areas, Faculty Restrooms, Food Prep Area and Lobby.
- Carpet: 2'-0"x2'-0" Carpet Tile at all administrative open offices, private offices and reception area.

Rough Carpentry:

- Furnish and install all labor and materials to complete wood blocking in walls for wall and base cabinets, tack boards, visual boards, etc.

Millwork:

- Plastic laminate counters – unless noted otherwise below, all counters shall be "Wilsonart" plastic laminate with 3/4" MDF substrate at all dry locations; All counters with a sink shall have 3/4" Medex substrate. Provide 4" plastic laminate back splash with 1/2" x 1/2" Solid Surface nosing. Detail / Finish to be determined.

- Upper Cabinets: Upper wall cabinets to be constructed of ¾" MDF with plastic laminate finish, and melamine interiors with adjustable shelves. Cabinets to be 1'-2" deep and 3'-0" high. Plastic laminate by "Wilsonart". Color to be determined.
- Lower Cabinets: Lower base cabinets to be constructed of ¾" MDF with plastic laminate finish, and melamine interiors with adjustable shelves. Cabinets to be 2'-0" deep with a counter height of 3'-0" high. Plastic laminate by "Wilsonart". Color to be determined.
- All drawers and doors shall have 4" wire pulls, finish to be US26D.

Plumbing:

- Furnish & install all labor and materials for a new domestic water storage and distribution system to all locations including children's restrooms, staff restrooms, classroom sinks, etc. The new system shall be provided complete with hot water heater and storage tank (sized for the correct demand of the building), mixing valve and recirculating pump and piping. All new plumbing fixtures shall be code compliant low water use fixtures with automatic flush valves.

Fire Protection:

- Furnish & install all labor and materials for a new wet type sprinkler system to provide necessary coverage throughout the entire building and meet all applicable fire codes (RI Fire Safety Code and NFPA 13 and 101). The system shall include a double backflow preventer, quick response sprinkler heads, inspector test stations, Flow switches, and tamper switches tied into the new fire alarm system. The system shall be hydraulically calculated.

HVAC:

- Furnish & install all labor and materials to provide a new HVAC system. The new system shall include energy recovery ventilators to provide dedicated outdoor ventilation to all classrooms and the remainder of the building. This is the preferred method over operable windows because of the likelihood that windows will not be open during the winter season. Heating and cooling will be provided via a two-pipe change over system. The system will utilize higher efficient condensing type gas boilers to generate heating, and an air-cooled chiller (located on the ground) to provide cooling. The boiler and chiller will have pumps that circulate heating and chilled water to local fan coil units located in each classroom and support space. The system will optimize thermal comfort and energy usage throughout the year. Spaces dedicated for private and open offices, and meeting rooms shall utilize DX split systems to provide cooling capabilities year round as required for these types of spaces.

Electrical:

- The existing electrical primary service is undersized. Furnish and install all labor and materials associated with a new four wire, 120/208 volt, 400amp, three phase service. As part of the service upgrade, National Grid shall provide a new pole mounted transformer and a new secondary service shall be provided and fed to a new 400 amp master panel. New three phase and one phase distribution panelboards shall be provided to address the new building power requirements, including the elevator. New lighting systems shall meet energy ratings described in the National Grid's rebate guidelines and be designed to optimize light levels while minimizing energy usage.

Children's Friend
New Head Start Center
Providence, RI
March 29, 2017
Page 7

225 Chapman Street
Providence, RI
02905-4592

401.461.7771
fax 401.461.7772
email: v3@vision3architects.com

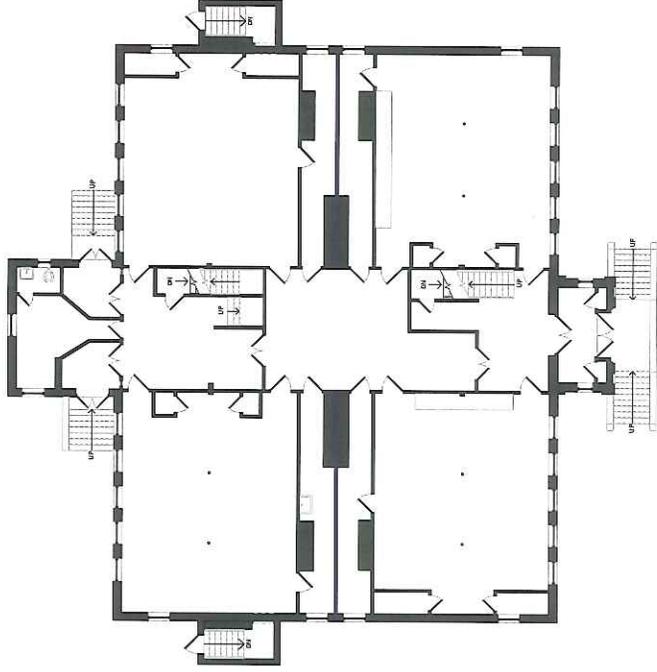
Fire Alarm & Life Safety Systems:

- Furnish and install all labor and materials associated with a new municipally connected fire alarm and life safety systems that provides adequate coverage, signage, emergency lighting and monitoring for an educational daycare building use.
All work must comply with RI Fire Code, NFPA 13 and NFPA 101 Life Safety Code 2012 Edition.

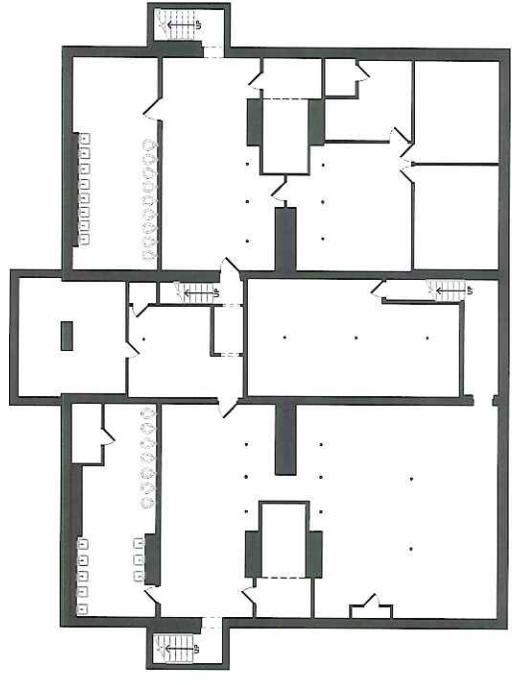
Telephone, Data, Security, and Controlled Access Systems:

- Furnish and install all labor and materials associated with all low voltage systems to match building owner's standard systems.

Copies to: David Caprio, Children's Friend
File



1 2 EXISTING FIRST FLOOR PLAN
N
0 1 2 3 4 5 6 7 8 9 10
METER



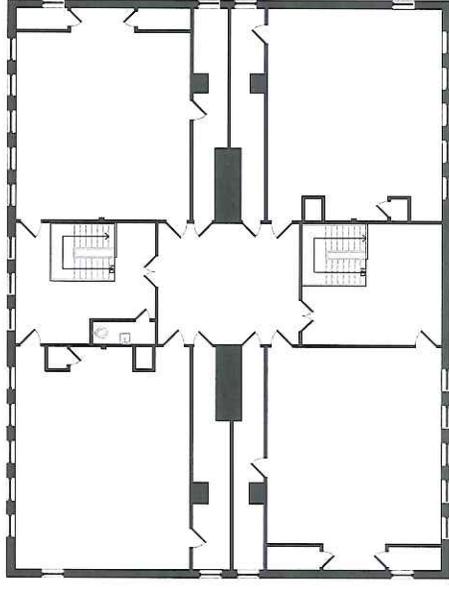
1 EXISTING BASEMENT PLAN
N

CHILDREN'S FRIEND - 245 ALTHEA STREET

VISION ARCHITECTS

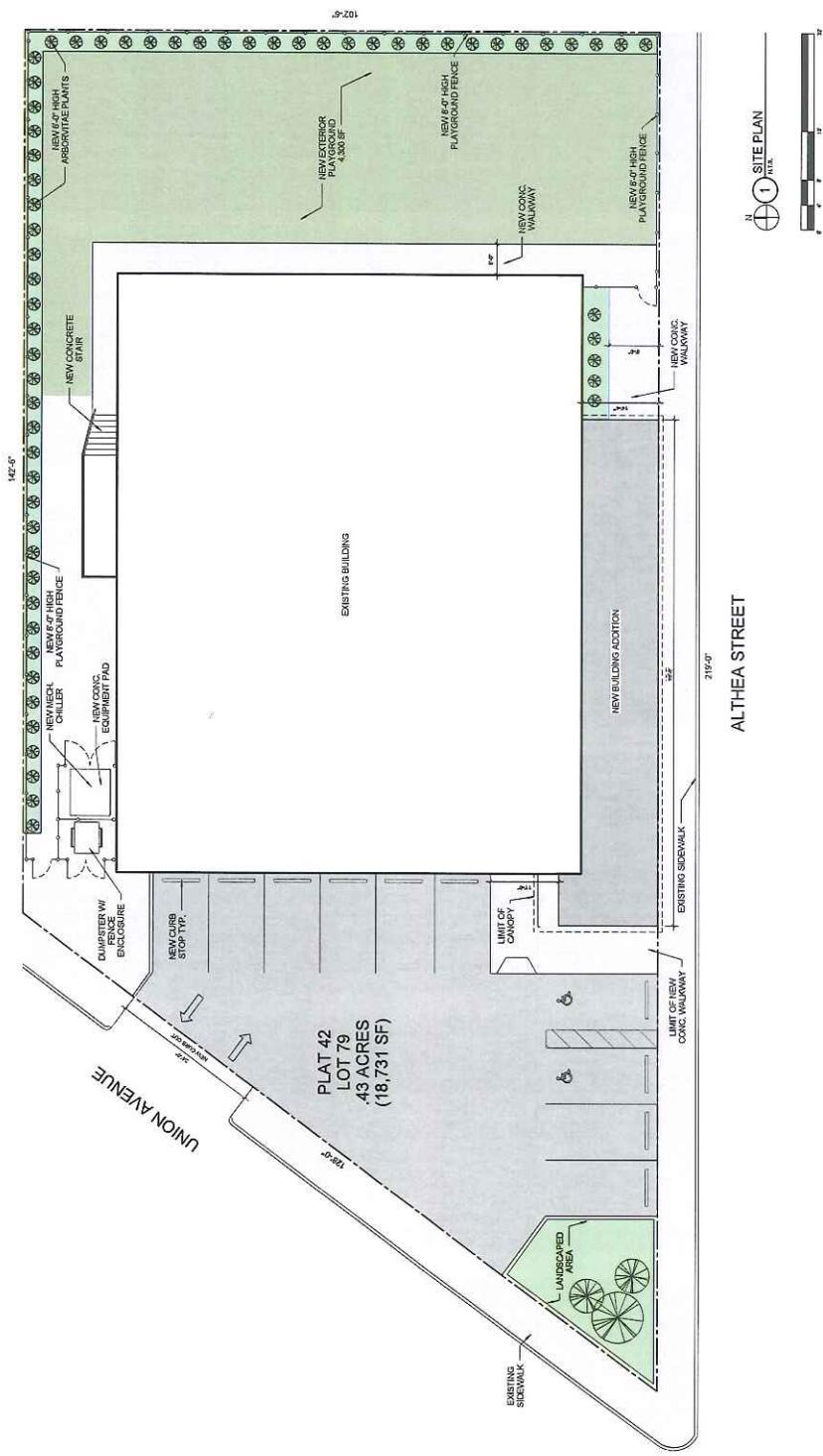
Level 1/10/16
245 Althea Street
Auckland, New Zealand

VISION ARCHITECTS



⊕ 1 EXISTING SECOND FLOOR PLAN
IN/A

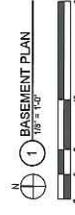
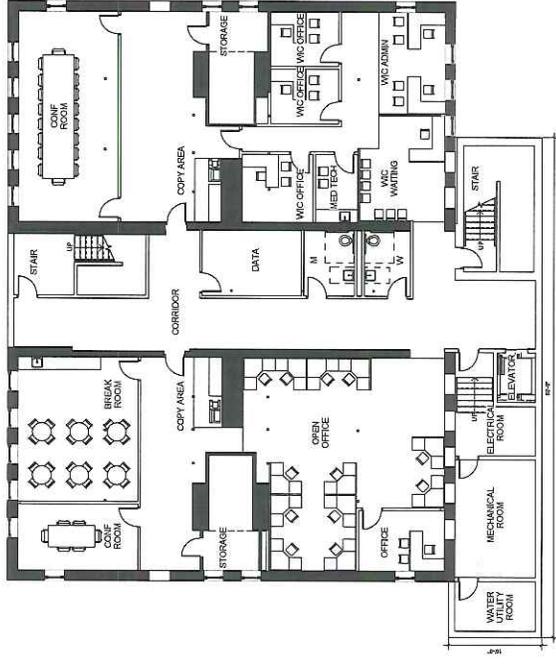




ALTHEA STREET

UNION AVENUE

PLAT 42
LOT 79
43 ACRES
(18,731 SF)



BUILDING AREA	
EXISTING	ADDITION
BASEMENT 6,076 SF	1,200 SF
FIRST FLOOR 6,599 SF	1,200 SF
SECOND FLOOR 6,569 SF	614 SF
TOTAL 19,008 SF	3,014 SF

FLOOR PLAN SYMBOLS	
	EXISTING STRUCTURE
	NEW CONSTRUCTION
	INTERIOR WALL
	EXTERIOR WALL
	WALL CONSTRUCTION

CHILDREN'S FRIEND - 245 ALTHEA STREET

VISION



VIEW OF PROPOSED FRONT ENTRANCE FROM ALTHEA STREET

CHILDREN'S FRIEND - 245 ALTHEA STREET

VISION



VIEW OF PROPOSED FRONT ENTRANCE FROM ALTHEA STREET

CHILDREN'S FRIEND - 245 ALTHEA STREET

VISION

**CHILDREN'S FRIEND: Feasibility Study For Renovations And
Building Addition For A New Head Start Center
245 Althea Street, Providence, RI**

PROJECT BUDGET ESTIMATE



PART 3



March 29, 2017

Mr. David Caprio
President & Chief Executive Officer
Children's Friend
153 Summer Street
Providence, RI 02903

**RE: Preliminary Construction Cost Estimate
Feasibility Study for a New Head Start Center
245 Althea Street, Providence, RI 02909
Vision 3 Architects Project No. 17032a**

Dear Mr. Caprio:

We have prepared the following summary of costs to assist you in establishing the total Project budget for the renovation and building addition to a three story 22,822 s.f. Daycare facility and associated site improvements for a new playground and parking area. The summary includes a list of cost items that are generally, classified as "hard" costs and "soft" costs for the project.

EXISTING BUILDING AREA

Existing Basement:	6,676 s.f. gross
Existing First Floor:	6,566 s.f. gross
Existing Second Floor:	<u>6,566 s.f. gross</u>
Total:	19,808 s.f. gross

BUILDING ADDITION AREA

Basement:	1,200 s.f. gross
First Floor:	1,200 s.f. gross
Second Floor:	<u>614 s.f. gross</u>
Total:	3,014 s.f. gross

TOTAL BUILDING AREA 22,822 s.f. gross

HARD COSTS

General Conditions	\$ 433,229.00
<ul style="list-style-type: none"> • Permitting fees • Insurances • Temporary utilities. • Traveling /vehicle fees. • Office trailer. • Staging area. • Dumpsters. • Erosion control. • Project superintendent. • Project management. • Safety manager. • Tools. • As-built documentation. • Site cleanup. 	
Selective Demolition	\$ 263,526.00
<ul style="list-style-type: none"> • Site demolition. • Exterior and interior building demolition. 	<ul style="list-style-type: none"> \$ 40,686.00 \$ 222,840.00
Site Work	\$ 235,083.00
<ul style="list-style-type: none"> • Earthwork. • New asphalt pavement, curbing and concrete curb stops. • New concrete walkways, equipment pads and curbs. • New loam and seed at designated landscape areas. • New landscaping features including trees and shrubs. • Playground fencing and dumpster fence enclosure. • Playground surface system. • New electrical service. • New gas service. • New fire protection service. 	<ul style="list-style-type: none"> \$ 9,000.00 \$ 17,500.00 \$ 19,495.00 \$ 6,500.00 \$ 28,500.00 \$ 15,750.00 \$ 80,000.00 \$ 27,338.00 \$ 8,500.00 \$ 22,500.00
Existing Building	\$ 957,467.00
<ul style="list-style-type: none"> • Roof System (No work) • Building Façade –Allowance (Work limited to modifications to accommodate building addition). • Exterior Glazing (limited to new openings infill). • Exterior openings (Door, frame & hardware) 	<ul style="list-style-type: none"> \$ 0.00 \$ 40,500.00 \$ 21,150.00 \$ 13,500.00

• Building Structure (Modifications to floor framing to accommodate relocation of egress stairs includes new stair construction)	\$ 130,439.00
• Interior Openings (Door, frame & hardware)	\$ 92,250.00
• Interior aluminum storefront and opening	\$ 24,000.00
• Interior Wall Construction	\$ 188,737.00
• Ceiling Construction	\$ 131,664.00
• Floor Covering	\$ 157,997.00
• Rough Carpentry (Allowance)	\$ 39,375.00
• Millwork	\$ 80,730.00
• Restroom accessories	\$ 14,625.00
• Joint Sealants	<u>\$ 22,500.00</u>
Subtotal	\$ 957,467.00
Building Addition	\$ 822,280.00
• Roof System	\$ 40,440.00
• Building Structure	\$ 236,144.00
• Misc. metals	\$ 52,031.00
• Building Façade	\$ 92,981.00
• Exterior Glazing	\$ 144,000.00
• Exterior Doors	\$ 3,000.00
• Elevator	\$ 150,000.00
• Interior Wall Construction	\$ 14,338.00
• Ceiling Construction	\$ 26,066.00
• Interior Doors	\$ 13,500.00
• Floor Covering	\$ 31,280.00
• Rough Carpentry (Allowance)	\$ 10,000.00
• Millwork	\$ 5,000.00
• Joint Sealants	<u>\$ 3,500.00</u>
Subtotal	\$ 822,280.00
Plumbing, HVAC, Electrical & Fire Protection	\$ 2,053,929.00
• Plumbing	\$ 260,077.00
• HVAC	\$ 997,363.00
• Electrical	\$ 403,901.00
• Fire Protection	\$ 162,549.00
• Fire Alarm & Life Safety Systems	\$ 130,039.00
• Tel/Data, Security, & Controlled Access Systems	<u>\$ 100,000.00</u>
Subtotal	\$ 2,053,929.00
TOTAL	\$ 4,765,514.00

Mr. David Caprio
March 29, 2017
Page 4

5% Design Contingency	\$	238,276.00
10% Construction Contingency	\$	<u>476,551.00</u>
TOTAL	\$	5,480,341.00

ASSUMPTIONS & QUALIFICATIONS:

1. The Construction Budget is based on Vision 3's Feasibility Study dated March 27, 2017.
2. The Project is exempt from RI sales and usage taxes.
3. All testing, inspection, removal, and disposal of hazardous and/or contaminated materials are excluded.
4. The Construction Budget does not account for pricing of the work in future years; the Construction Budget is based on today's market values.
5. The construction budget excludes removal of ledge, rock, or unsuitable materials.
6. The Construction Budget is based on prevailing wage rates.
7. Costs associated with a performance and labor bond is not included.

SOFT COSTS

Architectural & Engineering Fees (Allowance)	\$	457,489.00
Architectural and Engineering Reimbursable Costs (Allowance)	\$	10,000.00
Furniture & Equipment (Allowance)	\$	<u>150,000.00</u>
Total Soft Cost Budget	\$	617,489.00
Total Project Budget	\$	6,097,830.00

If you have any questions please do not hesitate to call.

Sincerely,

Vision 3 Architects



Joseph M. Caldeira, Associate AIA, LEED AP
Senior Associate



225 Chapman Street
Providence, RI 02905-4592
401.461.7771
www.vision3architects.com