

# RESOLUTION OF THE CITY COUNCIL

No. 489



Approved December 9, 2024

RESOLVED, That the Members of the Providence City Council  
hereby Authorize Approval of the following Approval to Pay Award by the Board  
of Contract and Supply, in accordance with Section 21-26(b)(1) of the Code of  
Ordinances.

United Way of Rhode Island  
(PEMA)

\$1,067,800.00

IN CITY COUNCIL  
DEC 05 2024  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
Brett P. Smith  
Mayor

Date: 12/9/24



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

October 29, 2024

Ms. Tina Mastroianni  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval:

- **Human Resource**
  - Requestion Approval to Pay **Employers Association of the North East (EANE)** a total not to exceed **\$30,000** in accordance with the Code of Ordinances, Section 21-26 (b) (2).
- **Emergency Management Agency**
  - Requesting Approval to pay **United Way of Rhode Island \$1,067,800.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).

Sincerely,

A handwritten signature in cursive script that reads "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Paul A. Winspeare, Chief, Human Resources  
Clara F. Decerbo, Director of PEMA  
John Arzoomanian, Department of Public Property  
Alejandro Tirado, Director of Purchasing  
Shomari Husband City Treasurer

Clara F. Decerbo, PhD., CEM  
Director

Brett P. Smiley  
Mayor



Providence Emergency Management Agency  
& Office of Homeland Security

10/23/2024

The Honorable Brett P. Smiley  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

RE: Requesting Approval to Pay United Way RI for USDA-NRCS Emergency Watershed Protection Funds

MinuteTraq ID Number: 47475

Minority Participation: 0 % MBE, 0%WBE

Account Code(s): 250-907-52886 / 250-0907-25

Amount: \$1,067,800

Dear Mayor Smiley,

The department of Emergency Management respectfully requests approval to pay United Way of Rhode Island for USDA-NRCS Emergency Watershed Protection Funds in the amount of \$1,067,800. for the contract period November 1, 2024, through November 1, 2025.

This request for funding is to disperse federal funds, which are being paid to the City of Providence monthly, as reimbursements for a federally approved Emergency Watershed Protection project. This project's scope is to replace a failing retaining wall and execute further flood mitigation measures at the United Way of Rhode Island, located at 50 Valley Street.

These funds are being paid to the City of Providence, by the United States Department of Agriculture, Natural Resources Conservation Service, exclusively for the purpose of reimbursing the United Way of Rhode Island for approved work specific to this project. It should be noted that United Way of RI will be requesting contractors utilize Minority and/or Women based enterprises to conduct this work, as well as sourcing from Providence where and when possible.

Funds in the amount of \$1,067,800 are available in account 250-907-52886 / 250-0907-25 for the contract term.

United Way of Rhode Island  
50 Valley Street.  
Providence, RI 02909

Respectfully Submitted

  
David W. Radcliffe, AEM  
Deputy Director PEMA

\_\_\_\_\_  
Financial Approval:

Enc:

591 Charles Street Providence, RI 02904  
401-680-8000 | [PEMA@providenceri.gov](mailto:PEMA@providenceri.gov) | [readyprov.com](http://readyprov.com)

**PROJECT AGREEMENT  
BETWEEN THE CITY OF PROVIDENCE AND  
UNITED WAY OF RHODE ISLAND**

THIS GRANT AGREEMENT (hereinafter referred to as the "Agreement") is made this 2<sup>nd</sup> day of Sept., 2024 by and between the City of Providence ("the City") and the United Way of Rhode Island ("Grantee") (together referred to as "the Parties") for the NRCS Project: Stabilization along the Woonasquatucket River on Valley Street.

WHEREAS, Grantee is a 501(c)(3) community-based non-profit organization whose mission is to unite the community and resources to create racial equity and opportunities for all Rhode Islanders; and

WHEREAS, Grantee submitted to the City a project proposal dated May 10, 2024 (attached and fully incorporated herein as Exhibit A); and

WHEREAS, the Providence Emergency Management Agency has agreed to assume the role of "Sponsor" in the NRCS federal agreement, authorizing the release of federal funds totaling \$1,067,800.00 to the City; and

WHEREAS, the local share required for this project is \$112,400.00;

NOW, THEREFORE, the Parties agree as follows:

1. Grant. The City shall provide the NRCS funds to the Grantee in the amount of \$1,067,800.00 ("the Grant Funds").

2. Local Share. The Grantee agrees to provide the obligated "local share" to NRCS in the amount of \$112,400.00 ("the Local Share")

3. Purpose. The purpose of this Agreement is for Grantee to conduct work on NRCS Project: Stabilization along the Woonasquatucket River on Valley Street in Providence, as more particularly described in Exhibit A hereto ("the Project").

4. Use of Grant Funds.

(a) Scope of Work. This Agreement is made for the purposes stated in Exhibit A hereto. Any Grant Funds not expended or committed for said purposes must be returned to the City, unless otherwise agreed to in writing by the City.

(b) Grantee shall not use the Grant Funds to lobby federal, state or local officials or their staff to receive additional funding or influence legislation.

(c) Grantee agrees to comply with any subsequent requests or requirements as set forth by NRCS or the City in relation to this project.

5. Reporting.

(a) Financial Reports. The Grantee shall provide bi-annual financial reports reflecting expenditures (the "Financial Reports"). The first Financial Report shall be due six (6) months after execution of this Agreement, with subsequent Financial Reports due every six (6) months thereafter. Each Financial Report shall be signed by an appropriate officer of the Grantee and shall include (i) a financial report reflecting expenditures as of the end of the applicable reporting period and reflecting the use of the Grant Funds and (ii) an assurance that the activities under this Agreement have been conducted in conformity with the terms of this Agreement.

(b) If any Financial Report is not timely submitted, the City reserves the right to withhold further payments, if any, under this Agreement or under any other grant agreement between the City and Grantee.

6. Record Maintenance and Inspection. Upon request by the City, Grantee shall make its books and records related to this Agreement and to the Project available for inspection at reasonable times by the City or its assignee. Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the City, for at least four (4) years after completion of the Project. The City may monitor and conduct evaluations of Grantee operations under this Agreement. Such monitoring may include the City's personnel or assignees: (i) visiting the Grantee to observe the Project, (ii) speaking with Grantee staff members regarding the Project and (iii) conducting a review of financial and other records related to Grantee or the Project.

7. Compliance. In its performance under this Agreement and when utilizing the Grant Funds, Grantee shall comply with all applicable federal, state and local laws, regulations and policies.

8. Indemnification. Grantee shall indemnify, defend, and hold harmless the City, its agents and employees from and against any and all claims or causes of action arising from the performance of this Agreement by Grantee or the Grantee's agents or employees.

9. Public Records. All records possessed by the City 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 the City be liable to Grantee for releasing to the public any records relating to this Agreement that the City determines should or must be released in accordance with APRA.

10. Miscellaneous.

(a) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(b) NATURE OF RELATIONSHIP. Nothing in this Agreement shall create a partnership, joint venture, trust or other fiduciary relationship between the Grantee and the City.

(c) AMENDMENTS. The Grantee and the City may amend, modify, supplement, or waive any provisions of this Agreement in such manner as may be agreed upon by the Parties only by written instrument executed by both Parties.

(d) ASSIGNMENT: Grantee may neither assign nor transfer any rights or obligations under this Agreement without receiving the City's prior written consent.


(e) GOVERNING LAW. To the greatest extent permitted under the law, this Agreement shall be interpreted in accordance with the laws of the State of Rhode Island.

(f) SEVERABILITY. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way thereby, and such provision shall be ineffective only to the extent of such invalidity, illegality, and unenforceability.

IN WITNESS WHEREOF, the Parties to this Agreement have affixed their signatures as of the date first written above:

FOR GRANTEE:

Printed name: ROBERT BUSH

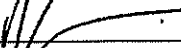
Signature (ink-based): 

Title: CHIEF STRATEGY & OPERATING OFFICER

Date: 09.20.2024

FOR THE CITY:

Printed name: David Rodcliffe

Signature (ink-based): 

Title: Deputy Director, PEMA

Date: 09/23/2024

Approved as to form and correctness:

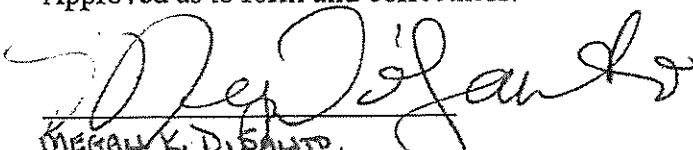
  
MEGAN K. DI SALVO,  
DEPUTY CITY SOLICITOR

Exhibit A: Grant proposal dated May 10, 2024

Exhibit B: RIDEM Freshwater Wetland Permit Application dated July 19, 2024

**Exhibit A: Grant Proposal**

**“PRELIMINARY EMERGENCY ENGINEERING DATA &  
ASSESSMENT MEMO”**



## PRELIMINARY EMERGENCY ENGINEERING DATA & ASSESSMENT MEMO

PROJECT: UnitedWay\_RiverWall\_ProvRI  
PROJECT No: 24140.00  
DATE: May 10, 2024  
LOCATION: 50 Valley Street  
Providence, RI  
TO: Mary Ann Canavan, CPA - CFO United Way Rhode Island  
FROM: Joshua Rosenberg, PE – Chief Engineer RMA Environmental  
FOR: Reference and/or Inclusion with River Wall Assistance Request Documents

### BACKGROUND

#### LOCATION -

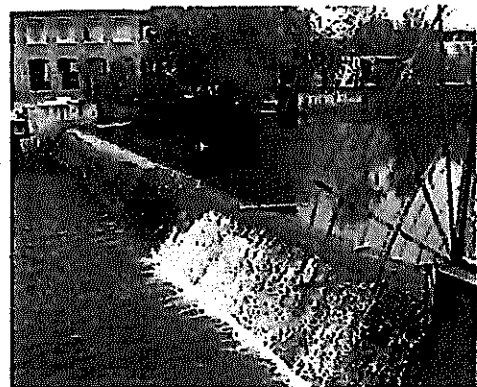
The United Way River Wall Project is situated on the east bank of the Woonasquatucket River between the Delaine Street and lower Manton Avenue crossings in Providence, RI. The area of interest is located along the outside of a natural bend in the river running adjacent to the historic Providence Dyeing, Bleaching, & Calendering Co. mill; now partially owned and occupied by United Way of Rhode Island.

#### PROJECT

The project involves protecting the mill building structure, sections of the stone and concrete river wall, and associated Brownfield Site soil from collapse into the river by formally repairing and/or replacing the failed river channel wall retaining these landside elements.

#### BACKGROUND

The area has seen significant changes over the course of the complex's lifespan. Historically, this reach of the Woonasquatucket River was dammed by Paragon Dam, a low head, run-of-the-river dam spanning the channel near the downstream end of the property. The dam impounded the river for water supply to the surrounding mill buildings. Initially, a lateral weir control structure was located along the project area to divert tailwater from the main channel to beneath the area now occupied by the concrete community courtyard (and further north), where it directed to the mill building at the north end of the property. By 1962, the lateral weir and diversion area were altered and filled in and the current alignment of the river wall was established. The site continued to be developed, however, the general riverine environment remained until 2010 when the Paragon Dam



*Paragon Dam pre-removal in 2010. United Way River Wall at upper right of image.*

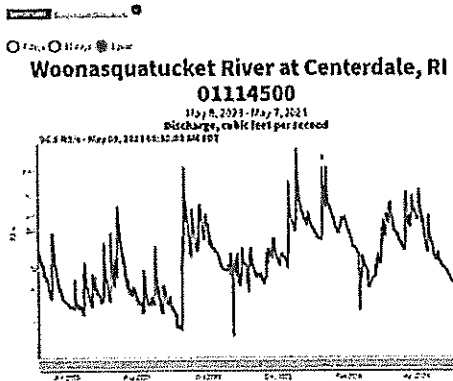
was removed and unimpeded flow was restored. Since that time, the geometry of the river has changed from a shallow tailwater reach to a more dynamic alluvial system.

Based on FEMA Firm Panel 7C0304J, revised October 02, 2015, the site is located along the interface of the zone AE floodway, with a base flood elevation between 24 and 23 feet NAVD88. This area is defined as the “Channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.” Landward portions of the site are in zone X, defined as an area with a 0.2% annual chance of flooding or areas with a 1% annual flood chance and an average depth less than 1-foot or with a drainage area less than 1 square mile; and areas protected from the 1% annual chance flood by a levee.

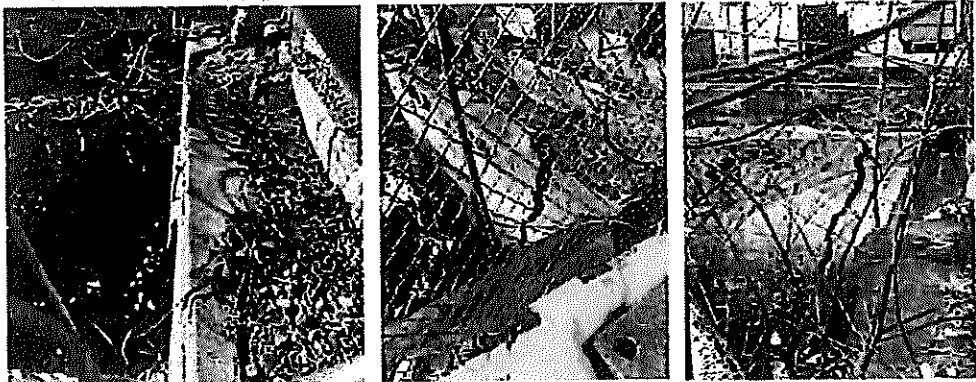
EMERGENCY CONDITION AND TEMPORARY REPAIR

Substantial and persistent rainfall from late December 2023 through January 2024, resulted in multiple extreme flood events on the Woonasquattuck River. Based on a review of USGS gage data for Woonasquattuck River at Centerdale, RI (Station 01114500), and in addition to several smaller flood events, the (approximate) 3.6-year, 45-year, 21.5 year, and 8.5 year recurrence interval storm events occurred on 12.11.23, 12.18.23, 1.10.24 and 1.13.24 respectively.

By early March 2024, and in response to deteriorating conditions observed by UWRI stakeholders, RMA was under contract with United Way of Rhode Island for professional engineering services to inspect, evaluate, and determine a suitable repair path for the river wall(s). However, on March 4<sup>th</sup>, RMA was notified of worsening conditions by the owner’s representative after a relatively normal spring freshet (~> than 1 year storm). RMA reviewed photographs collected during the proposal effort in February, and visited the site on March 5<sup>th</sup> to review conditions. Upon arrival, RMA observed that the southern end of the concrete wall section and adjacent Masonry had shifted, and several cracks had become active. Fresh through cracking (4-6 inch) was observed and the stressing and associated breakage from the past flow event had resulted in a localized failure at the southern end of the concrete wall. At that time, with 4 (+) inches of rain forecasted the following day, more widespread failures appeared possible and likely given the



Woonasquattuck River Gage data.



Southern end of concrete river wall (from Sta 0+75) prior to emergency repairs performed on 3/6/2024. Large crack and separation of wall observed at the interior corner near the interface between the concrete and masonry walls.

advanced deterioration observed. This was deemed an emergency due to the potential for widespread failure to result in loss of contaminated soil characterized during the Brownfield Site determination, and the potential for widespread failure to impact the structural integrity of the building. Immediate action was taken to coordinate an emergency effort to temporarily stabilize the failed section(s) of river wall prior to the forecasted storm event.

The emergency contractor mobilized to the site the morning of Wednesday (3/6/24) with sufficient materials (stone, fabric, hydraulic cement, etc.) to buttress and stabilize the failing section(s) of wall. Due to site constraints, access was provided from the parking lot 75 feet south (upstream) which necessitated placement of stone along the east side of the river. A low stone apron was strategically placed primarily within the apparent ineffective flow area outside of the main channel flow path, which functioned to both buttress the scoured toe of the deteriorated masonry section and provide access to the failed concrete section. Sections of the masonry wall were temporarily stabilized by systematically hand placing chinking stones in voids along with larger stone to create a stable matrix. The fail section of the concrete wall was fully buttressed and stabilized to the extent practical without substantially impacting the natural flow path of the main channel.

## PRE & POST EMERGENCY REPAIR COMMENTARY AND INSPECTION

### Pre Emergency

The following comments are provided by RMA's professional Engineer onsite during the emergency condition:

- The channel narrows substantially due to debris build up and sediment deposition forming a bar immediately upstream and across the river on the inside of the bend.
- The restricted section formed by the bar is conveying accelerated flow directly toward the corner of the wall on the opposite side. The result is a poor hydraulic condition damaging the wall (where the failure occurred) and impacting flow upstream.
- The flow area upstream of the jogout is ineffective and is impacted by both the current bend condition and the impeded flow behind the jog. Scour is evident and there is a sharp transition from slow to high velocity flow. Audible swirling was noted in the open cracks and in the corner formed by the transition to the abutting masonry wall. The masonry wall has collapsed a few feet from the corner and is in poor to critical condition.
- Further upstream beyond the building corner, the bank is eroded along the remainder of the outside bend. The condition has undercut trees and may impact the bike path along San Succi Drive.
- Downstream of the failed section, the primary flow path and associated higher velocity is on the right side of the channel abutting the remainder of the deteriorated concrete wall.
- Sufficient skill was employed by the contractor to limit disturbance and avoid vegetation to the extent reasonable when accessing the channel. Soil on the bank was purposefully left undisturbed and erosion control wattles were placed on the downgradient side of the access route from the parking lot.
- The existing channel substrate on the right side (visible through the water) were coarse and ranged from gravel and cobbles to large stones and strewn boulders.
- The operator constructed a stone apron along the toe of the masonry wall section to access the primary repair area. The channel substrate worked as bedding, and the stones were effectively placed to form a stable interlocking surface. The work was slow and purposeful to limit disturbance to no appreciable impact. As the work progressed, it became evident that the apron was improving the hydraulics by guiding flow around the bend and bypassing the jogout.
- About 50 feet from the failed section, water depth gradually increases from about 2-3 feet to 5 feet and then to at least 8 feet (+) about 20 feet from the failed corner.



*River wall as seen from San Souci Drive before emergency repairs*



*River wall as seen from San Souci Drive following Emergency repairs*

- Prior to placing stone in the corner and immediately against the failed section, appropriate geotextile fabric was weighted down in the scour hole and pulled up the face of the failed section. A substantial amount of stone was necessary to fill the scour hole, and then the cracks were patched with hydraulic cement. The circumstances required the patchwork be completed hastily by hand; however, the effort to reduce leakage and flow through the cracks, especially during higher flow stages, appeared reasonably successful. At that time, it was noted that the large open crack near the corner appeared to wrap around the corner along the water waterline and connected to the large visible crack about 10 feet downstream.
- The collapsed portion of masonry wall was temporarily stabilized by systematically hand placing chinking stones in voids along with larger stone - to create a stable matrix. This was effective.
- The stone placement for the wall stabilization then continued until the failed section of the wall was sufficiently buttressed. This included filling in the scour hole wrapping around the corner and providing a tapered buttress below water around the corner to about 8 feet downstream (presumed failed section). The work was performed from the stone apron within the ineffective flow area using the arm of the excavator to reach over the corner and downstream. This work was limited to the extent practical without substantially impacting the natural flow path of the main channel and in some cases required removing single boulders and stones that rolled towards the main channel.

#### Post Emergency Wall Inspection -

For the purposes of inspection and project planning, stationing was established along the length of wall on United Way's property. Stationing began measurement 0+00 at the southern extent of the wall near the southwestern building corner of United Way's offices and ended at measurement 2+05 at the northwestern property extent where a chain link fence separates the United Way Property from the Calender Mills Apartment Complex. The exposed height of the wall above and below water were reviewed using video recorded with a GoPro, with additional support provided with UAV imagery.

Wall construction consisted of dry-stack stone masonry from Sta 0+00 to -0+75 then transitioned to a concrete retaining wall that jogs out about 15- feet into the channel before turning downstream and extending along the outside edge of the channel to station 2+05 and beyond. The concrete retaining wall continues downstream of Sta 2+05 and is of similar construction; however, inspection was generally limited to United Way's property due access restrictions.

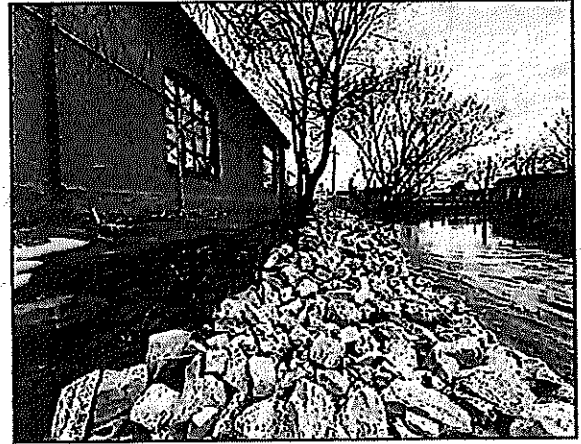
Moving from Sta 0+00 northward, the Inspection observed:

## Masonry Section

- The masonry wall, from Sta 0+00 to 0+75, is in various states of disrepair and is bulging slightly toward the river.
- Typically, the condition varies between poor to serious with areas of overstressing, sections of shifted or missing capstones, and intermittent areas where chinking and/or larger support stones are missing (presumably from being dislodged by flowing water or tree root intrusion).

## Observed voids and missing stones by station:

- 0+05 – 0+07: Missing top stone
- 0+12 – 0+16: Missing capstone disturbed by roots and washout
- 0+44: Small void (1.5-foot deep x 1-foot wide x 1-foot tall) at cut stump
- 0+50 – 0+55: Sandbags washout and missing capstone
- 0+50: Large horizontal void (2-feet deep x 3-feet wide x 1-foot tall)
- 0+55: shifting stone and missing capstone.
- 0+70 – 0+75: Collapsed section previously overstressed that was chinked and supported on the night of March 7. Appears to be holding well. Sandbags placed at top at 0+75.



Overview of masonry wall and rip rap apron looking upstream towards San Souci Drive.

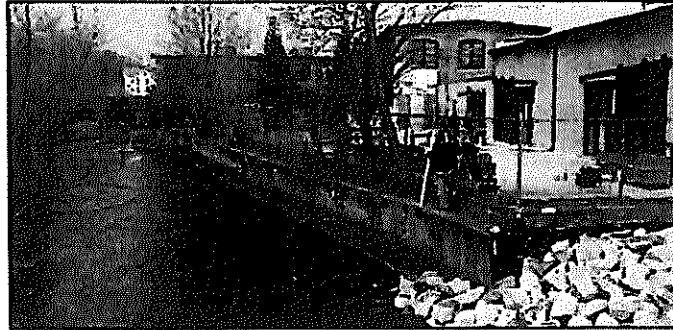
- In some cases, sandbags have been placed to maintain the apparent top of wall elevation.
- Problematic vegetation growth was noted and large trees were observed growing from the wall matrix and in the landside alley between the wall the building, roots were visible protruding from the ground surface

## Observed trees by station:

- 0+10: 0.8-foot diameter tree with small roots growing towards the wall
- 0+19: 1.5-foot diameter tree growing out of the wall with roots within the wall
- 0+27: 0.5-foot diameter stump protrudes 1.5-foot above the base of wall.
- 0+44: Remnants of a stump cut immediately below capstone
- 0+55: 0.5' birch stump with multiple ancillary cut stumps
- In general, the masonry wall appeared stable with the stone the apron providing passive resistance along the toe; however, the deep pools noted during the emergency repair likely resulted in overstressing and noted movement of the wall.
- Existing wall and landward surface does not have adequate drainage controls to prevent surface erosion

Moving from Sta 0+75 northward, the Inspection observed the existing conditions of the concrete wall.

- The concrete wall starts after 0+75 and for the first ~15-feet the wall jogs out into the channel perpendicular to the masonry wall alignment. From near Sta 0+92 to 2+05 the wall runs parallel to the river channel, at an alignment roughly 15° west of the masonry wall alignment.



*Overview of river wall during field inspection.*

- Approximately 3-feet landward of the wall, grade steps up about a foot to a concrete community courtyard covering the space between the building and wall. The 3 foot space between the community courtyard and wall is earth filled and supports multiple trees and other woody vegetation.
- The entire southern end of the concrete wall from Sta 0+75 through the jog to at least Sta 1+00 is considered part of the emergency failure. The through, active, 4 – 6 inch (+) wide, structural cracks resulting in the emergency condition were recorded relative to the inspection stationing at the following locations:

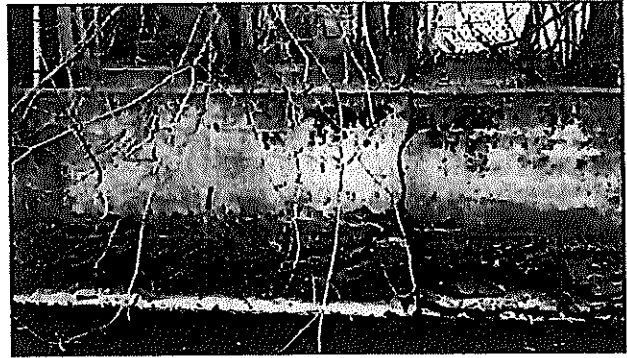
- 0+83 (near inside corner),
- 0+92 (on jog about 2 feet from outside corner) – a cut stump is at 0+90 immediately behind the wall. Overstressing from root growth likely contributed to the failed condition.
- 1+00 (about 10 feet downstream of the corner) – through, active, transverse and diagonal structural crack about 2.75 inch wide (at top) with large spalls connecting to the structural crack at 0+92. Note this is now about 0.75 inches larger than observed during the inspection. This crack now connects horizontally (about a foot below top of wall) to a new crack noted 2 feet upstream at 0+98; however, cracking appears isolated to the top 1 foot of the wall and not global. In addition, a shallow, active, diagonal crack has formed at Sta 0+94. In general, these observations are indicative of continued movement subsequent to the emergency repair. As such, a crack gage was installed at 0+94, and a reference mark was established at 1+00 to monitor potential movement (crack at 1+00 was too large for a crack gage).



*Large Crack at upstream end of concrete wall near Sta 2+00 and end of emergency repair.*

- The hydraulic cement placed at 0+83 and 0+93 was cured and generally still in place behind the geotextile fabric, with some cracking and separation noted (as expected).
- The landside surface between the community courtyard and the wall undulates and is depressed – indicative of water movement behind the wall in the past.
- The stone buttress was stable and appeared necessary given the continued movement and cracking noted.
- The remainder of the river wall section to 2+05 (and beyond) is in poor to critical condition with isolated areas of differential movement various levels of deterioration noted. In addition, the horizontal alignment is not linear with subtle variations noted in the waterside direction.

- In general, along the entire length, the concrete is eroded and disintegrated (exposed coarse aggregate) from below the waterline to about 3 feet above the waterline. This zone appears to be associated with fluctuating seasonal base flow and more frequent flood levels. In addition, severe spalling with loss of large concrete sections (nearly full depth) noted in this zone as described below:



*Extreme scour at end of property downstream end of riverwall.*

- Spalled and open crack (or old joint) significantly wide in the eroded flow regime at 1+50.
  - Concrete pitting and sever spalling with loss of concrete section in the eroded flow regime from 1+65 to 1+75. Open and spalled construction joint offset from crack above near 1+55.
  - Sever spalling and deep loss of concrete section resulting in downward displacement and separation of mass concrete above the void near the top of the eroded flow regime from 1+88 to 2+05 (and further). Connect to vertical crack through~1+92.
- Numerous additional concrete cracks or open joints with vertical cracks were observed along the face and top of wall. A summary of the observations provided below by station:
  - 1+10: Hairline Crack
  - 1+36: open joint displaced 3/4-inch (differential movement between monoliths) with active, through, open crack down face and spalled from 4-feet below top of wall to the scour line.
    - Roof gutter flow drains to the community courtyard here. A Hairline crack in the community courtyard runs along the flow-path from the building.
  - 1+46: 3/16-inch crack down face. The top is spalled and broken.
  - 1+55: Hairline crack runs vertically down face of wall. Cracking on top of wall.
  - 1+68: Shallow, 3/16-inch to 4/16-inch crack on top with spalling and wider cracking along the wall face. Crack appears to be offset about 0.4-feet upstream from a construction joint.
  - 1+75: Hairline crack on top of wall.
  - 1+80 Hairline crack on top of wall
  - 1+92: Hairline Crack
  - 2+06 small hairline crack at neighbor's portion of wall
- Sapling and Tree growth behind the wall is contributing to local overstressing and is exacerbating deterioration from the riverine environment.
  - Observed trees by station:
  - 0+83: 0.9-foot diameter stump immediately behind wall, with multiple smaller stumps creating a 3-foot total area.
  - 0+98: 0.3-foot diameter sapling
  - 1+03: 0.7-foot diameter tree immediately behind wall
  - 1+05 1-foot diameter tree behind wall
  - 1+10 – 2+00: Heavy wooded vegetation
  - 1+52: Sapling growing out of wall face/joint at lower third.
  - 1+90: 10-inch diameter
  - 1+95: 8" diameter
  - 2+00: 12" Diameter



ASSESSMENT AND RECOMMENDATIONS<sup>1</sup>

Primary Failure Mechanism

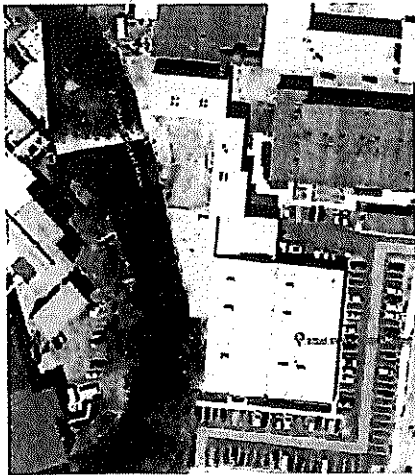
The localized failure of the primary riverwall components is a direct result of the damage sustained during the extreme flooding events from Dec(23) to Jan(24). Based on a review of available geospatial and hydrologic data, the visual inspection, and field reconnaissance, and hydrologic analyses performed for the site, four high annual exceedance probability flood events (20year, 40year, etc.) occurred in little over a month's time. These events created high stage and velocity flooding that shifted and displaced masonry, scoured bed material, and eroded internal and external components of the concrete wall. The sustained damage only became evident a few months later after the first winter/spring flood easily failed the wall.

It is evident that more widespread failures were possible and likely to occur during only moderate spring flood events. Strong urgency was necessary because the channel wall protects both the building foundation components and documented Brownfield site soil from collapsing into the river. The temporary stone apron and wall buttress provided multiple solutions to complex challenges encountered at the site. The apron was strategically placed primarily within the ineffective flow area with the outside edge conforming to the bend, allowing flow to convey around the jog more efficiently. This was low impact and improved hydraulics in real time. In addition, the apron functioned to both buttress the scoured toe of the deteriorated masonry section and provided access to the primary work area. The buttress is a robust solution that can accommodate a variety of loading conditions and unknowns but is also flexible and can conform better to the dynamic riverine environment.

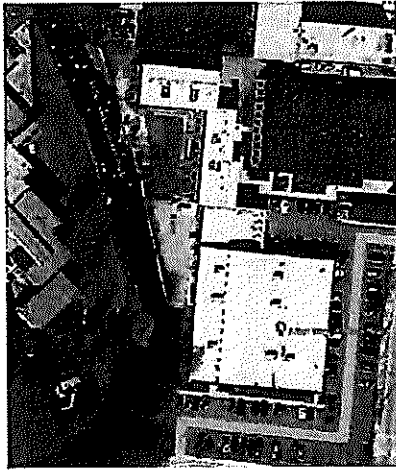
Post repair crack measurements taken over subsequent weeks showed appreciable displacement when flow reached seasonal peaks, but only some creep and general stabilization as river levels recede approaching summer.

Secondary failure Mechanism.

The impact from recent extreme flooding was exacerbated by the advanced deterioration of wall components sustained over many years. The natural transition from a tailwater reach (near equilibrium) to a more dynamic alluvial system can result in changes in the morphology and reworking of the channel geometry. At a bend, these changes are typically more substantial and become dynamic as erosion and deposition further alter the channel and riverbed, especially during high flow. On the inside of the bend, this will result in sediment deposition and formation of a point bar. While the outside of the bend, forms deeper channel pools to convey flow. When the outside of the bend is restrained laterally (as in this case), the natural morphology can be disrupted. If unmaintained, the point bar will expand into the channel and the channel will need to migrate further outside. The channel wall checks this migration, absorbing the energy directed toward the outside of the bend. This stream power scours sediments at the interface and damages the wall. Evidence of this behavior has been observed within the project reach and is exacerbated by unchecked



2008 site aerial imagery: historic conditions prior to removal of Paragon Dam



Winter 2022-2023 site aerial imagery: existing site conditions (prior to emergency repair) following removal of Paragon Dam



debris accumulation on the bar and other natural encroachments on the inside of the bend. In addition, river baseflow is currently conveyed at a lower elevation in the channel section relative to historic normal flow stages. This has allowed seasonal variations to produce a wide range of stages, increasing scour and concrete erosion within the new baseflow regime.

The result of these conditions is accelerated deterioration at an unsustainable rate, and overstressing during high or extreme flow causing isolated failures that will become more widespread over time.

### Recommendation

To date, the project has successfully mitigated potential disaster and the associated impact to both the environment and safety. To continue this effort, we recommend considering the following:

1. Primary wall components (for both concrete and masonry sections) are in various states of disrepair with the following critical deficiencies noted:
  - a. Deep scour holes along the base of the masonry wall and southern end of the concrete wall
  - b. Displacement, bulging, and overstressing noted in the Masonry Section
  - c. A substantial portion of the southern end of the concrete section has failed due to overstressing from advanced deterioration. Post stabilization (robust stone buttress) crack measurements taken over subsequent weeks showed appreciable displacement when flow reached seasonal peaks.
  - d. Based on a formal inspection, the remainder of the river wall section to 2+05 (and beyond) is in poor to critical condition with isolated areas of differential movement and areas of very advanced deterioration. More specifically;
    - i. Spalled and open crack (or old joint) significantly wide in the eroded flow regime at 1+50.
    - ii. Concrete pitting and sever spalling with loss of concrete section in the eroded flow regime from 1+65 to 1+75. Open and spalled construction joint offset from crack above near 1+55.
    - iii. Severe spalling and deep loss of concrete section resulting in downward displacement and separation of mass concrete above the void near the top of the eroded flow regime from 1+88 to 2+05 (and further). Connects to vertical crack through 1+92.
2. The primary failure mechanism is damage sustained during the extreme flooding events from Dec(23) to Jan(24)
3. The secondary failure mechanism is advanced deterioration of the wall components that has been exacerbated by the hydraulic condition in this reach and through the bend.
4. The channel wall protects both the building foundation components and documented Brownfield site soil from collapsing into the river and associated impact to public safety and the environment.
5. If the proper counter measures to the stream instability challenges are not implemented, instability of the outside bend and channel substrate will continue.

Based on the best available data at this time, RMA recommends the following site specific solution(s):

1. **(Highest Priority with Strong Urgency)** Provide appropriately sized stone countermeasures within the current ineffective flow area to protect and properly convey flow through the bend. This should extend at least from the upstream side of the mill building (or the equivalent width of the channel upstream) and through the failed section and involves the following:
  - a. Reducing the footprint of the emergency stone apron and forming a stable stone bank to buttress the masonry wall. The existing stone against the wall should be temporarily removed so geotextile filter fabric (x3 layers) and bedding can be placed.
  - b. Demolish failed section of wall, cut slope back to remove jog, properly dispose of soil, place and grade filter sand, place three layers of geotextile fabric, bedding stone, and armor stone to continue bend protection countermeasures to at least 50-feet downstream (major crack, or the 1.5 times the equivalent width of the channel).

- c. If this cannot be included in the current project due to regulatory restrictions, we recommend studying installation of a reinforced concrete wall or drilled soldier pile and concrete lagging wall system as an alternative. These alternatives minimize encroachment into the flood channel, however, stone scour protection along the toe (and in the channel) will be required. In addition, they will require structural analysis of the building to determine if pile installation or concrete construction excavation will be detrimental to the building structure.
2. **(High-Priority Basis with Urgency)** – Along the remainder, it is evident that more widespread failures are possible and likely to occur during high flow rates reasonably expected within 2 years. As such, it is recommended to remove the hardened bank and install more flexible stone armor countermeasures to the end of the UWRI property. This involves the following:
  - a. Demolish the remainder of the wall on UWRI property, cut the slope and community courtyard back to a stable section (~10-12 feet), properly dispose of soil, place and grade filter sand, place three layers of geotextile fabric, bedding stone, and armor stone for bank protection counter measures.

If this cannot be included in the current project due to funding restrictions, we recommend installation of temporary stone buttress and isolated concrete repair (crack repair, grout, etc) to stabilize the remainder wall until future funding is available and additional permitting is completed. This should also be considered beyond the UWRI property to the end of the existing wall section. Impacts to flood hydraulics are anticipated while this temporary condition is in place.

3. Restore landside features and staging areas and fulfill additional permitting requirements as required (including relocation of mature trees, management of contaminated soil, etc.).
4. Investigate the level of effort required to remove excess sediment accumulation at the Point Bar. If feasible, implement actions necessary to remove and continue to perform routine maintenance to mitigate this problem.

## ENGINEERING ANALYSIS (IN-PROGRESS / OR COMPLETED)

### Hydrologic analysis

Recurrence Interval Storm flow (10yr, 100yr, etc.) rates from the Woonasquatucket River Gage at Centerdale, RI (Station 01114500) were transposed to the project site using the weighted drainage area ratio method recommended by the USGS.

Woonasquatucket River Gage at Centerdale, RI (Station 01114500) was used to develop and calibrate a single basin hydrologic runoff model using SCS TR-20 methodologies as applied in HydroCad Software. A variety of rainfall-based flow estimates can be transposed to the project site in the manner described above. This was successfully used to predict flow based on forecasted rainfall during the emergency and should continue to be used for project design and other regulatory evaluations.

USGS 01114500 WOONASQUATUCKET RIVER AT CE  
RI CALIBRATED SIMULATION



Comparison of simulated stream flows calibrated for RMA models vs flow data recorded at USGS Stream Gauge Station.

### Preliminary Hydraulic Analysis

The Hydraulic Engineering Center – River Analysis System (HEC-RAS) was used to develop a preliminary two-dimensional hydraulic model for this site. The three-dimensional geospatial terrain was developed with 2022 LiDAR and modified with onsite elevation measurements taken before and after the emergency repair. Hydraulic conditions were developed using a geospatially varying land cover dataset from the RIGIS and tailwater conditions estimated at the downstream culvert. The model was used to inform the existing hydraulic condition, review improvements, confirm the current emergency condition had a negligible or appreciable, positive, impact on flow, and evaluate recorded storm flows in real time for calibration and safety.



*Preliminary 2D HEC RAS model of pre-existing conditions during a seasonal Spring basflow.*



*Preliminary 2D HEC RAS model of the existing conditions (post emergency repair) during a seasonal Spring basflow.*

The current model will be supplemented with certified survey data and site-based roughness values in the critical areas and then used for regulatory submissions and design.

### Countermeasure Design

Design of countermeasures to protect landside elements is ongoing using methodologies provided in HEC Bridge Scour and Stream Instability Countermeasure Design and other technical resources from USDA, ACOE, etc.:

### Subsurface Investigation

Planning for test pit geotechnical investigation and soil testing is in progress. Test pit geotechnical investigations will assist with the repair design recommendations and determine if stability of the building foundation is a consideration when designing repair construction methods.

### Additional Local and Regulatory Considerations

#### Project Plans:

The Site Plan set will depict the existing conditions, proposed channel wall modifications and section details, and miscellaneous details (proposed erosion controls / best management practices (BMPs). Additionally, BMPs will be implemented, including installation of erosion and sedimentation control barriers along the limits of disturbances (LOD).

#### Floodway -

Floodway is defined by RIDEM as *the channel of a river or stream and any immediately adjacent areas that must be kept free of encroachment to allow one hundred year flood waters to be carried without increases in flood heights and without endangering life or property*. Considering the project looks to improve hydraulic performance of the bend, and protect property without endangering life, the reasonable, small volume of bank protection in the defined floodway is not anticipated to have an appreciable impact. It is understood that a detailed submission will be required as part of the RIDEM permit application process.

#### Local Project Coordination.

RMA will coordinate with the WRWC and their consultant to minimize potential impacts associated with their projects.

~~~~~

We trust that this memorandum and attachments are sufficient for your needs for your project located in Providence, RI. If you have any comments, please contact me by phone (401) 741.9667 or by email at [josh@rmahydro.com](mailto:josh@rmahydro.com).

Sincerely,

RMA Environmental

Joshua E. Rosenberg, P.E.

Principal

#### Attachments:

Inspection Photo Doc.

L-1 Aerial Locus Map

L-2 USGS LOCUS Map

WS-1 Watershed Plan

Schematic Engineering Planset

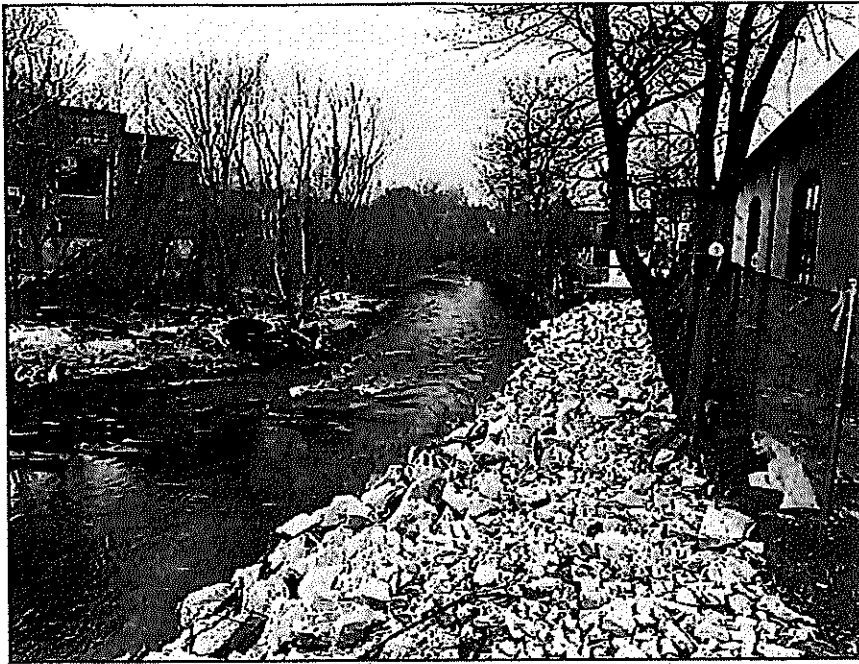


Photo 1: Overview near station 0+00 looking downstream

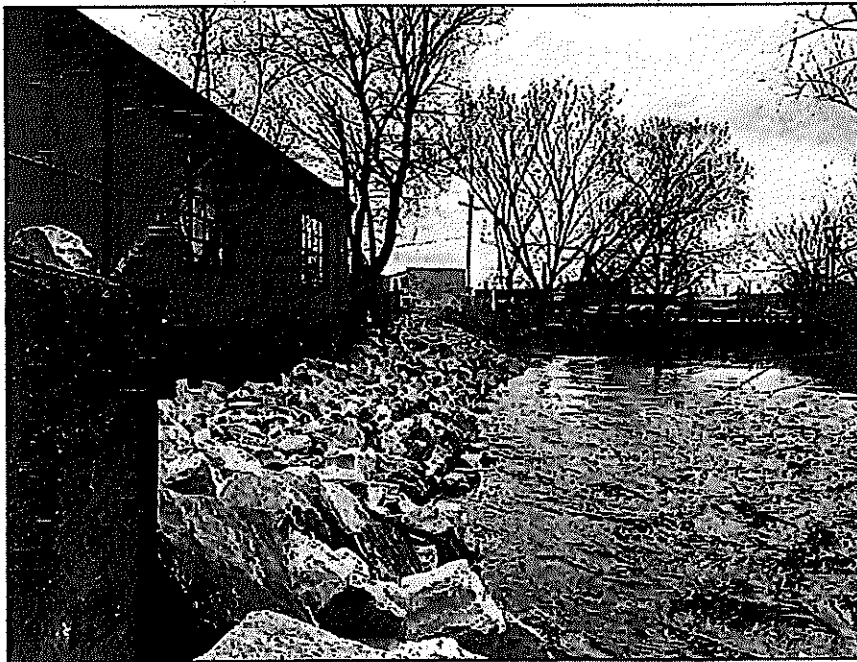


Photo 2: Overview from near station 1+00 looking upstream

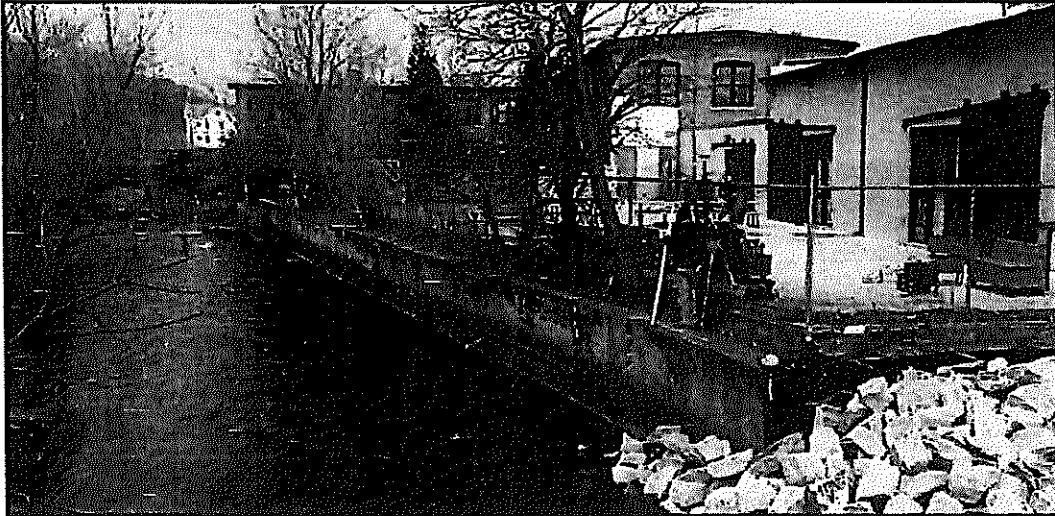


Photo 3: Overview near station 0+100 looking downstream



Photo 4: Overview near station 2+05 looking upstream

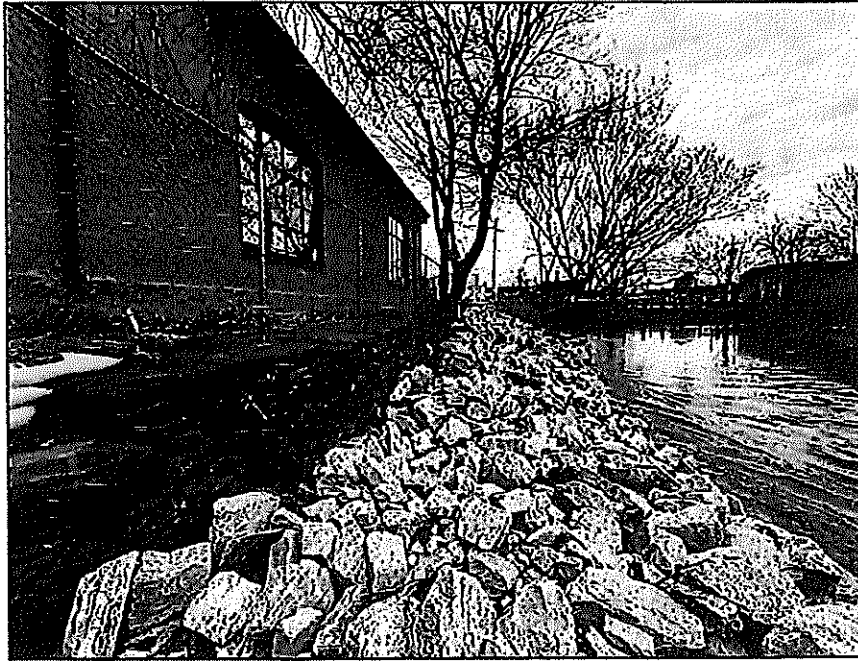


Photo 5: Masonry portion of channel wall near 0+50 looking upstream

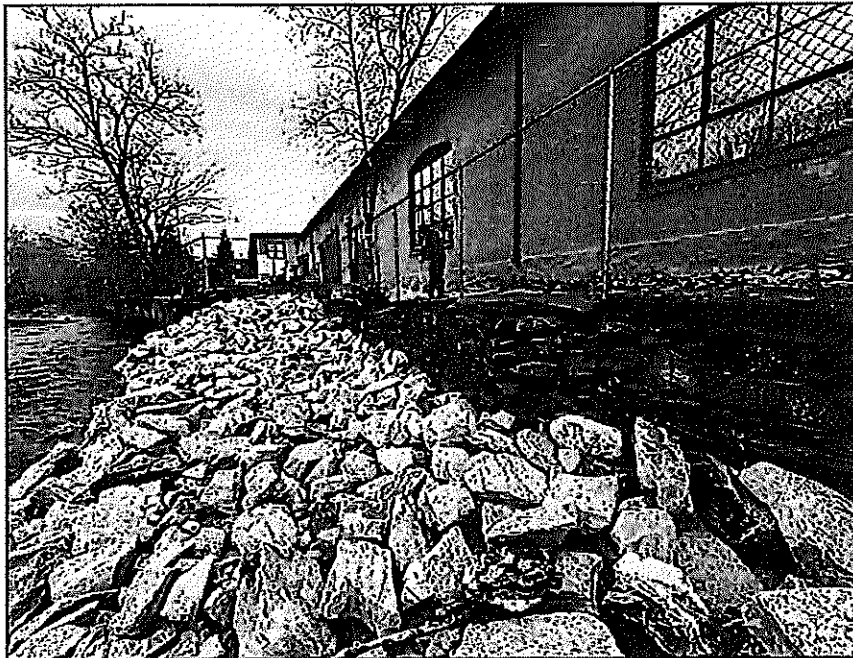


Photo 6: Masonry portion of channel wall near 0+25 looking downstream



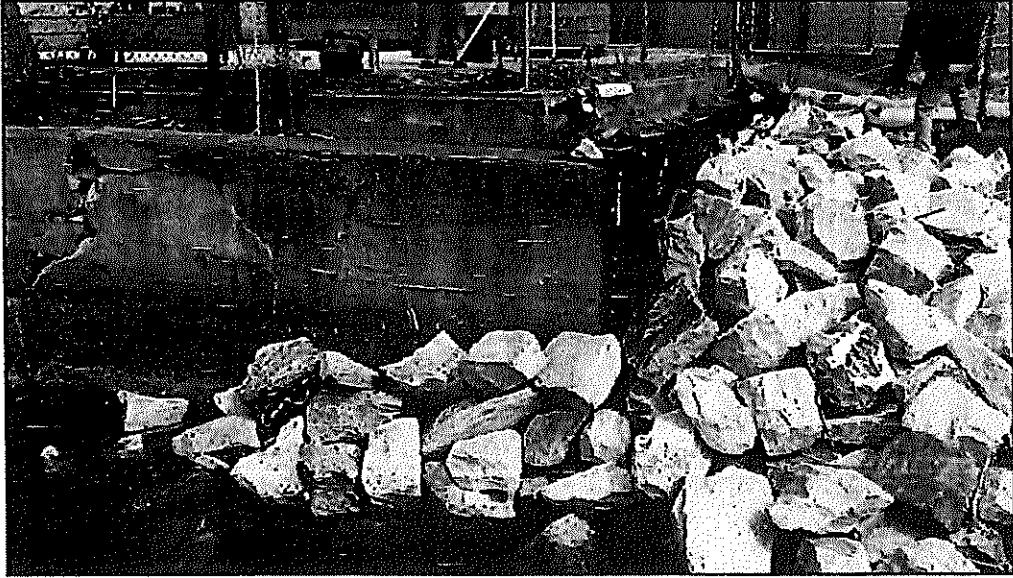


Photo 7: Corner of channel wall near station 1+00



Photo 8: Immediately upstream of corner of channel wall near station 1+00





Photo 9: Channel wall near station 1+15

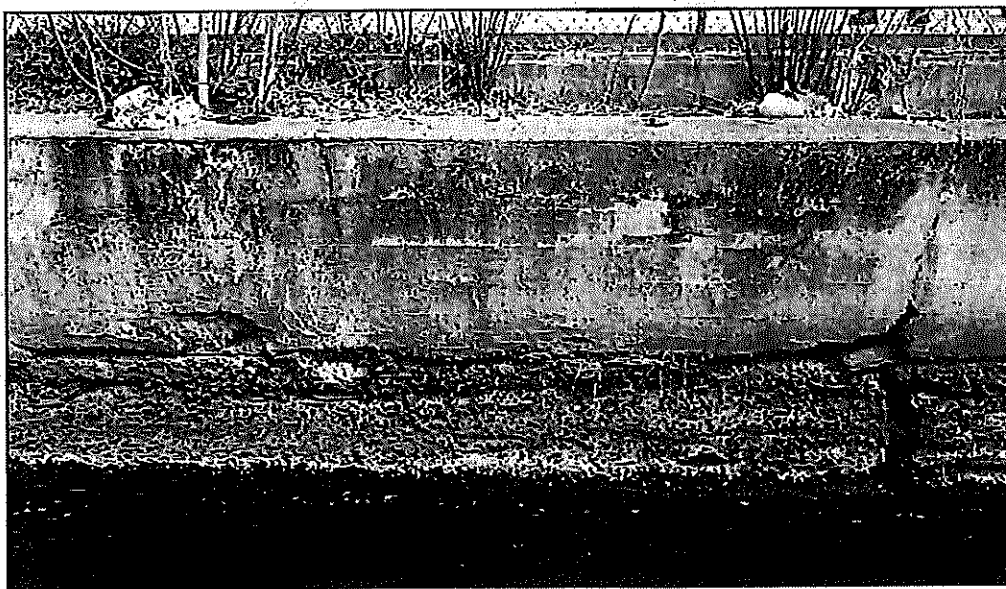


Photo 10: Channel wall near station 1+50

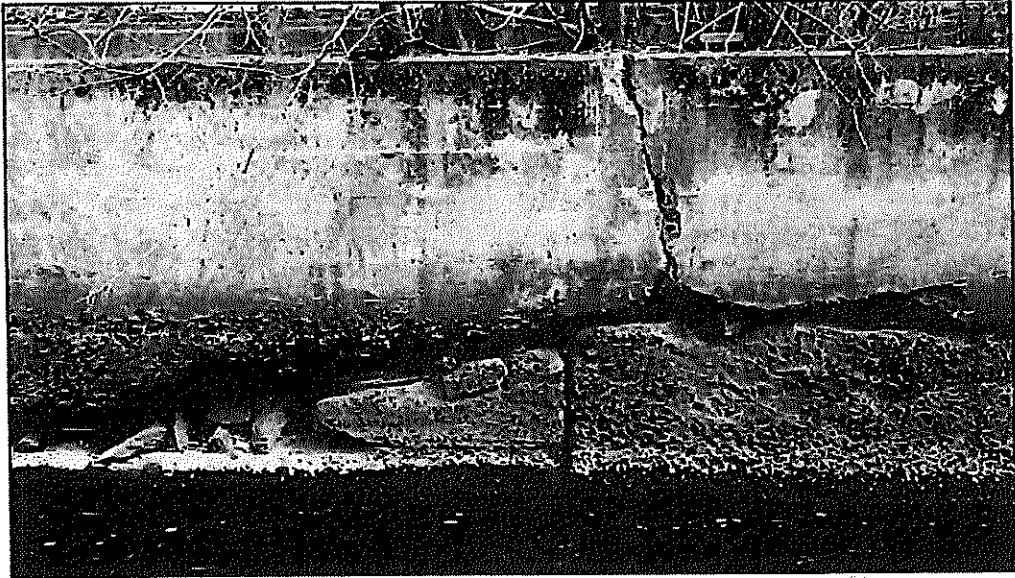


Photo 11: Channel wall near station 1+70



Photo 12: Channel wall near station 1+95

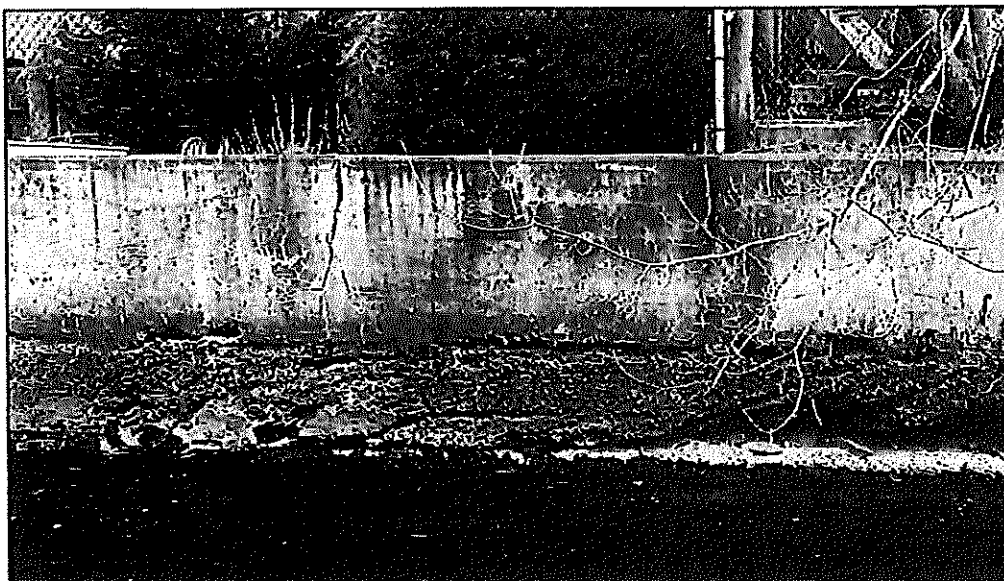


Photo 13: Channel wall near station 2+00 at property line

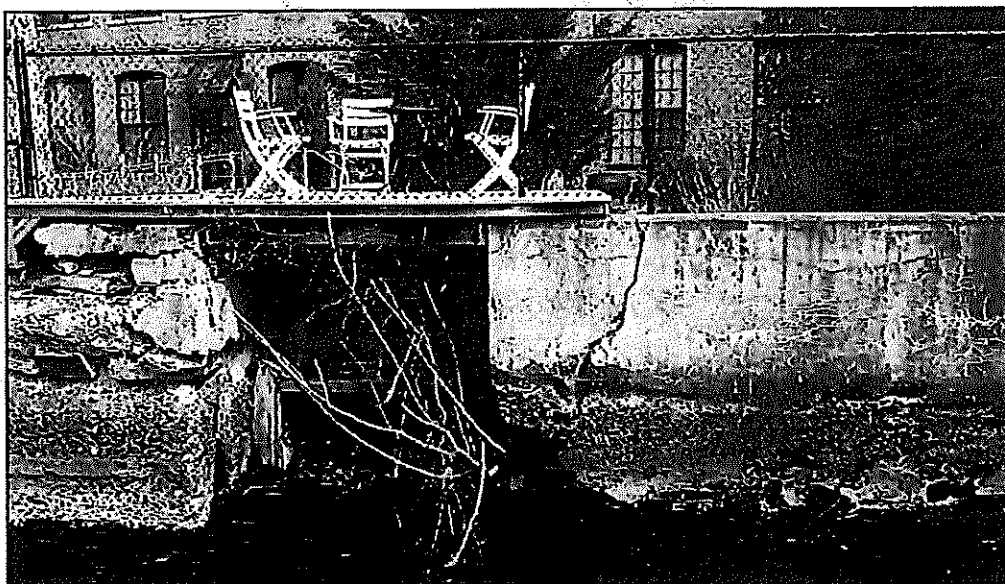


Photo 14: Channel wall beyond station 2+05 at abutting property showing historic sluiceway entrance



Photo 15: Typical scoured wall from waterline

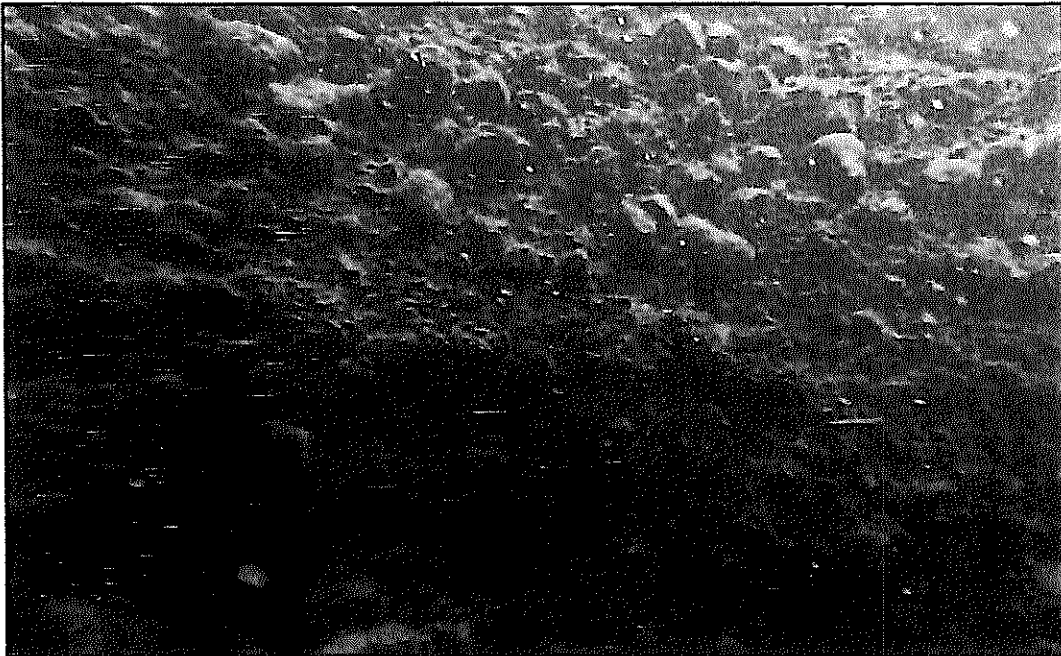


Photo 16: Typical scoured wall below water line (shallow depth).

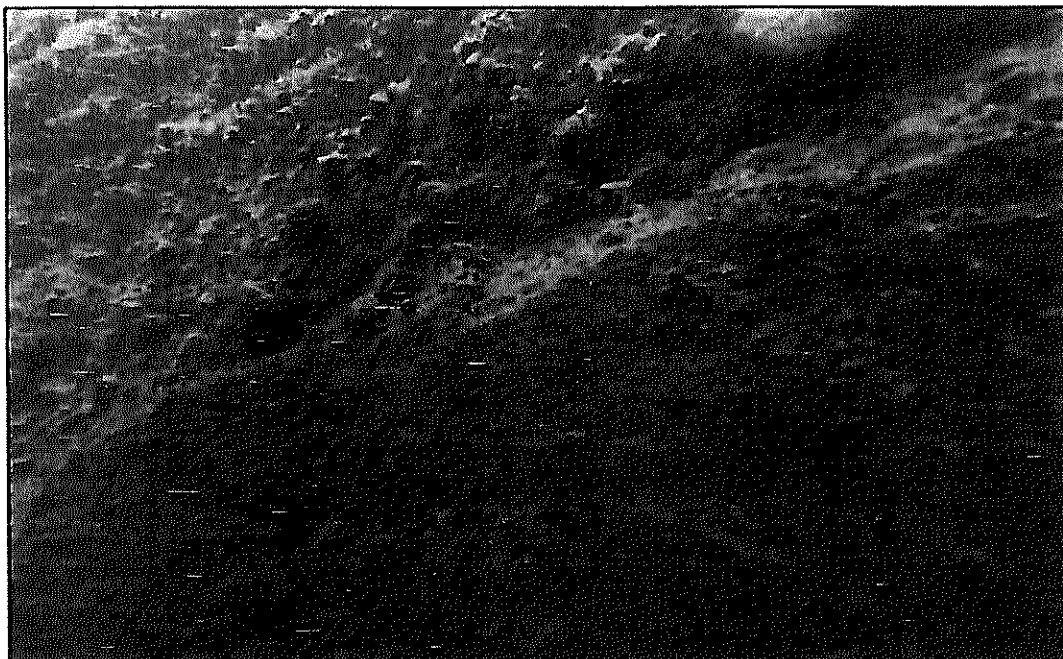


Photo 17: Typical transition at depth to unscored wall

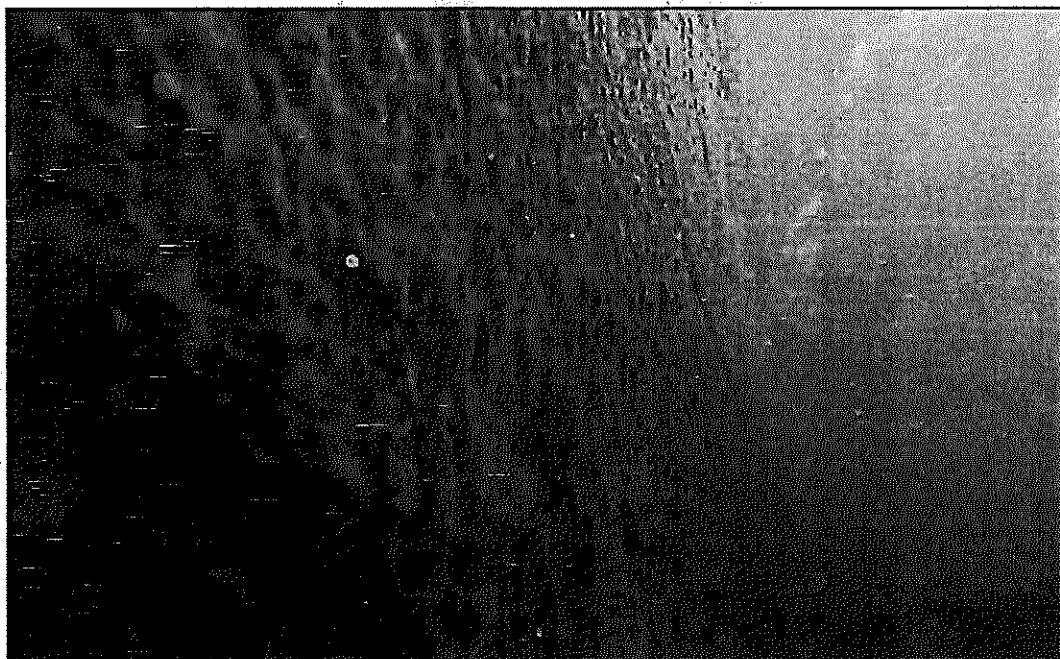


Photo 18: Typical wall condition at depth (little scouring)



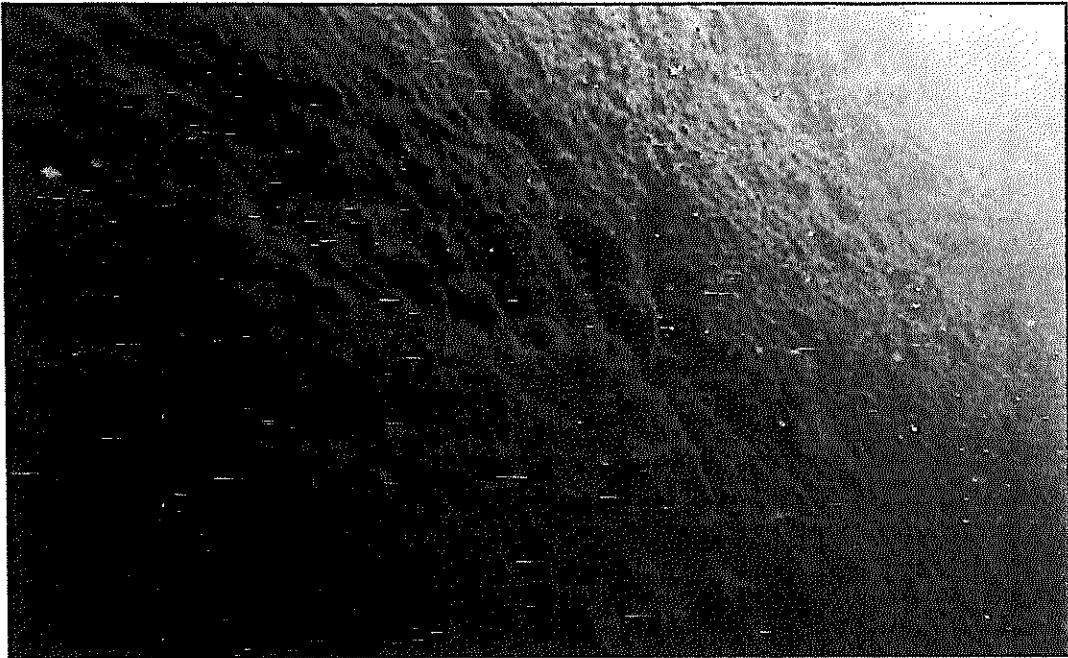


Photo 19: Crack extending into unscored portion of wall

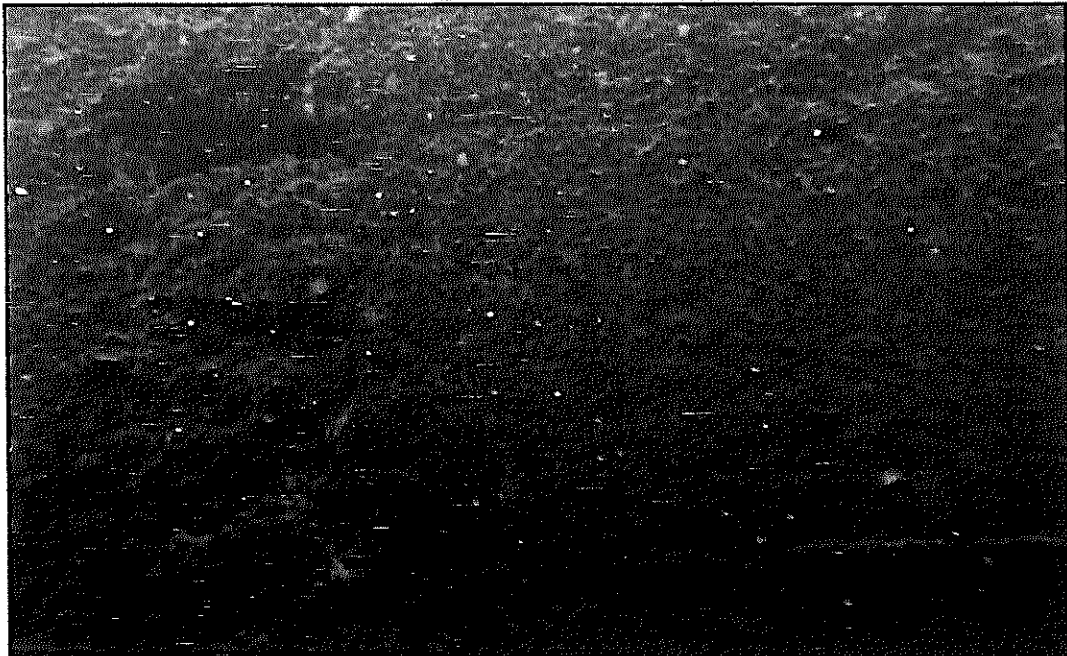


Photo 20: Pitting in deep portion of wall

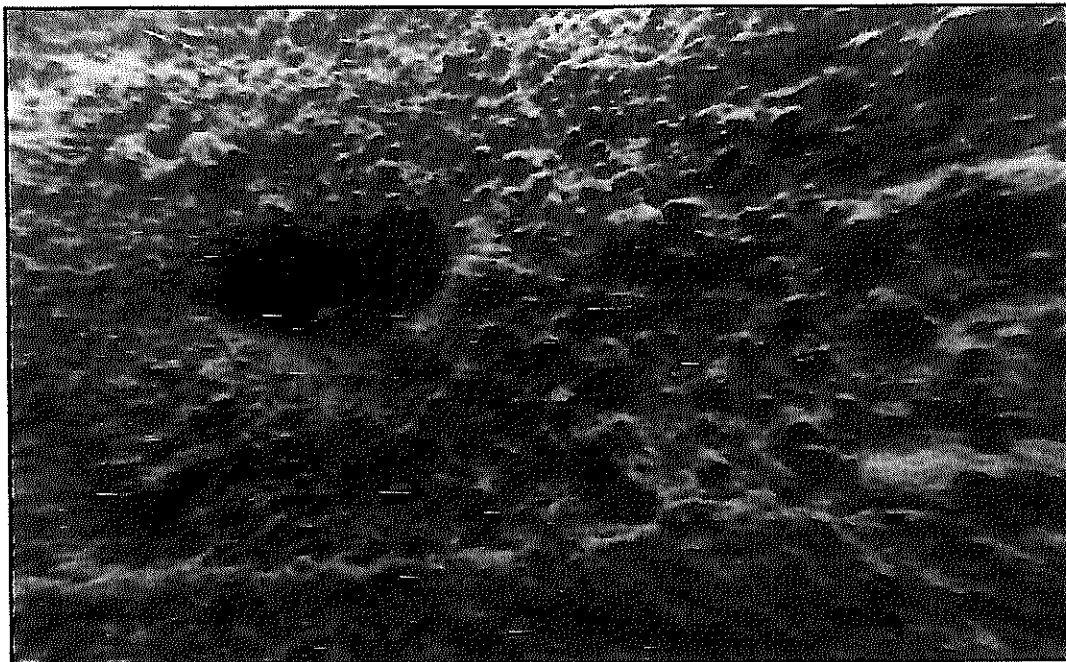


Photo 21: Pitting at transition between shallow and deep portions of wall.

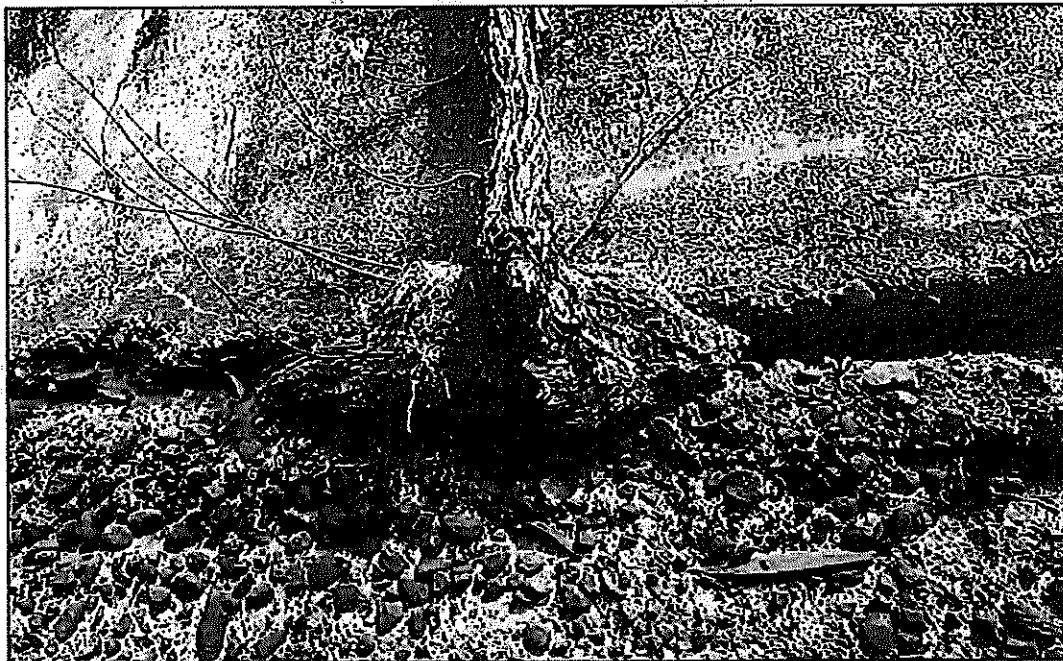


Photo 22: Tree growing from wall

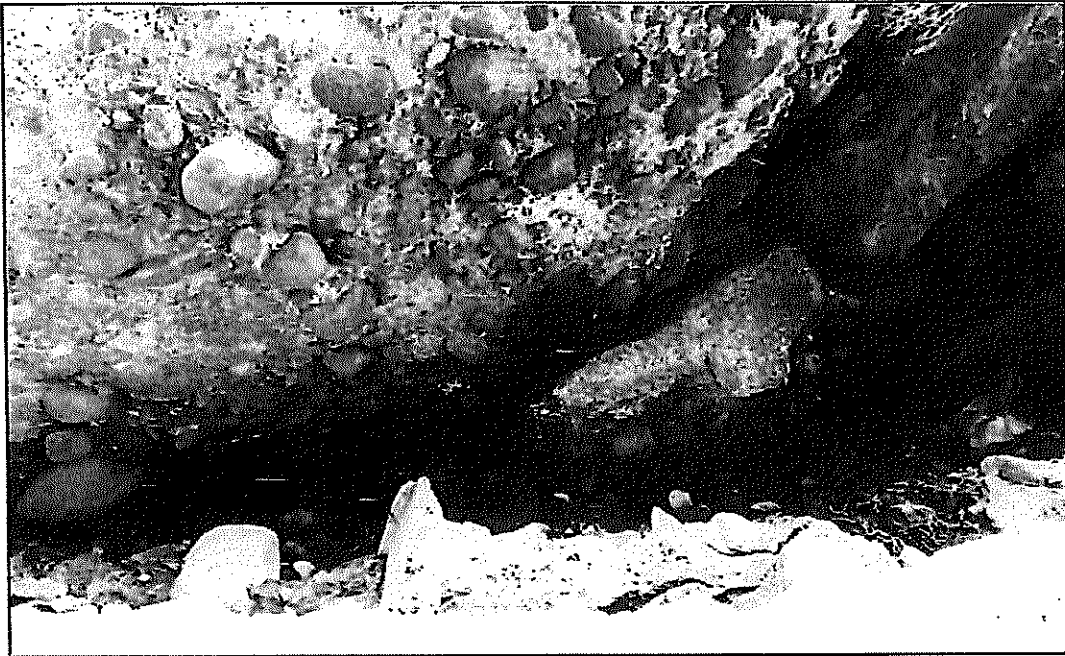


Photo 23: Severe scour in wall near waterline

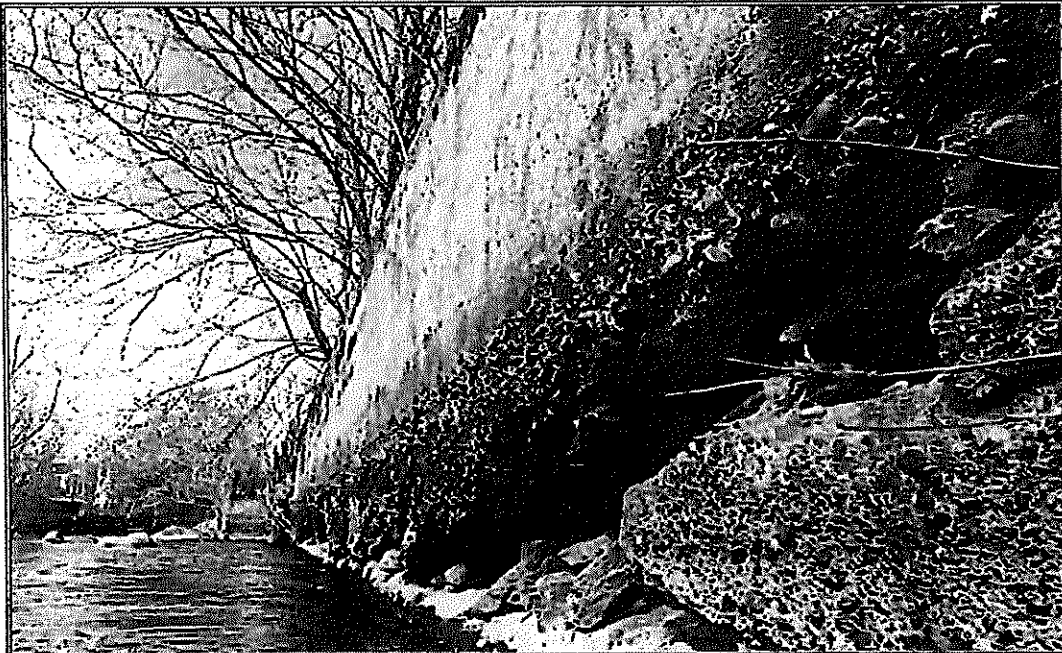
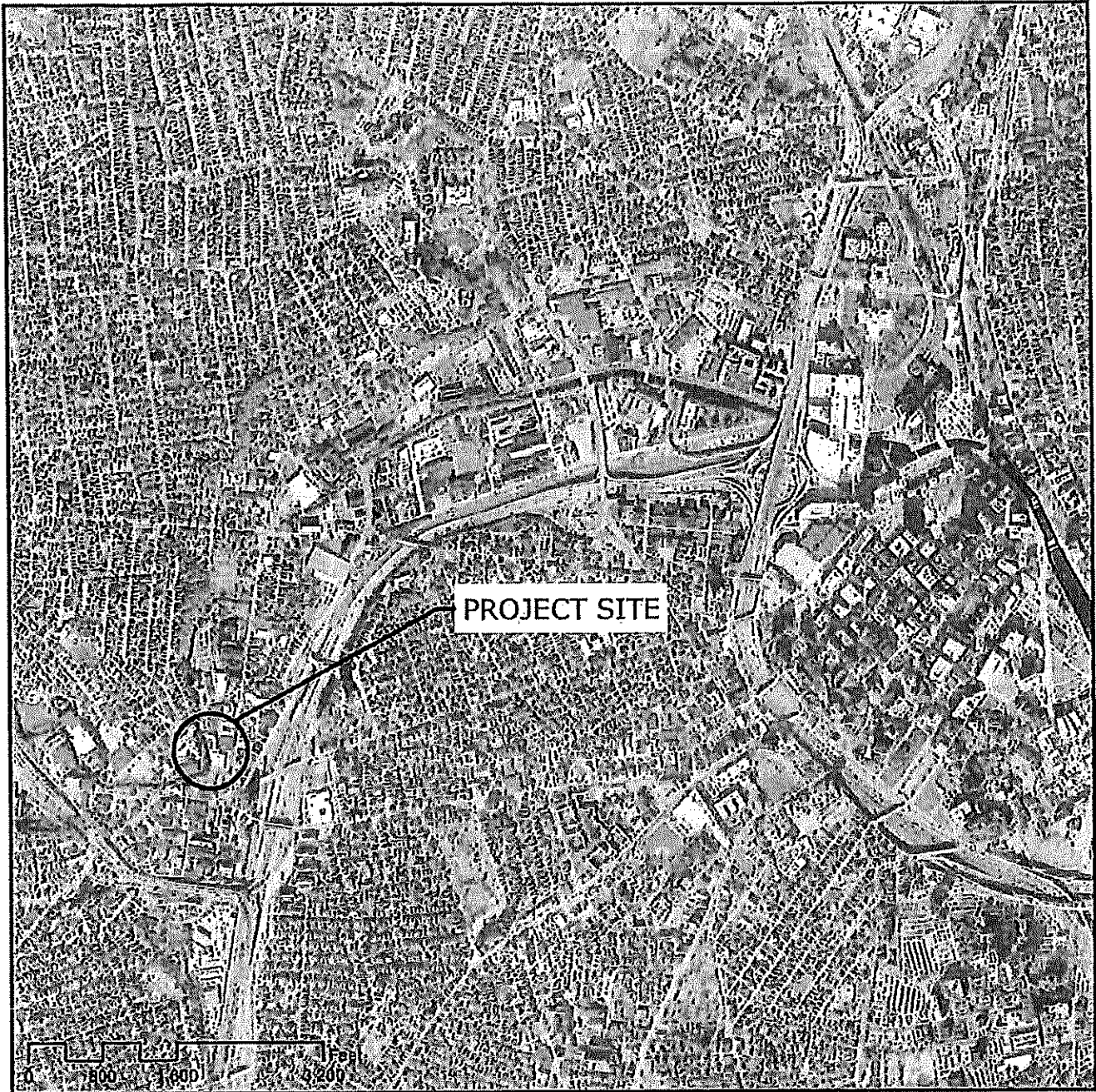


Photo 24: Wall with severe scour looking downstream near Sta 1+75

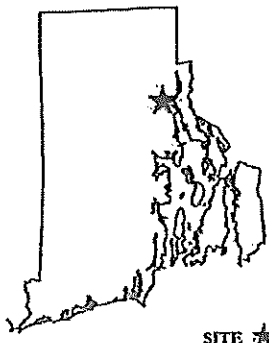




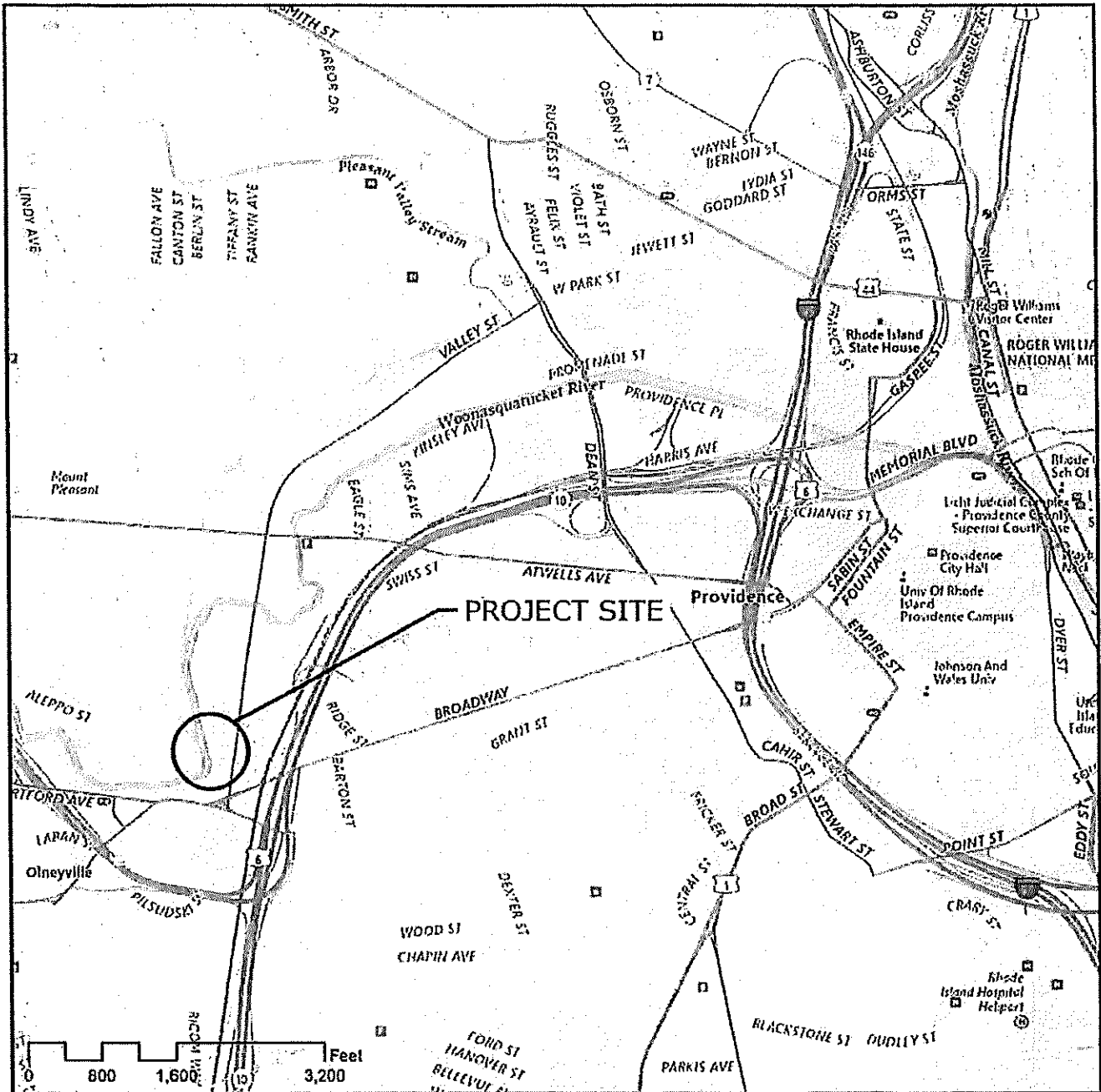
MAP INFORMATION IS A REPRESENTATION OF GEO-SPATIAL DATA COMPILED FROM RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS), UNIVERSITY OF RHODE ISLAND ENVIRONMENTAL DATA CENTER, AND ESRI ARCGIS ONLINE OPEN GIS DATA DISTRIBUTION RESOURCES



RMA  
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| DRAWING TITLE        |                                | PROJECT                                                                |  | <br>www.RALPHHYDRO.com SITE ★ |
|----------------------|--------------------------------|------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------|
| AERIAL LOCUS MAP     |                                | UNITED WAY RIVER WALL<br>50 VALLEY STREET<br>PROVIDENCE RI             |  |                                                                                                                    |
| PROJECT No: 24140.00 | DRAWING No.:<br><br><b>L-1</b> | OWNER                                                                  |  |                                                                                                                    |
| DATE: MAY, 2024      |                                | UNITED WAY OF RHODE ISLAND<br>50 VALLEY STREET<br>PROVIDENCE, RI 02909 |  |                                                                                                                    |
| SHEET No. 1 OF 2     |                                |                                                                        |  |                                                                                                                    |
| SCALE: AS NOTED      |                                |                                                                        |  |                                                                                                                    |

RMA ENVIRONMENTAL, LLC  
20 MAIN STREET  
WICKFORD, RI



MAP INFORMATION IS A REPRESENTATION OF GEO-SPATIAL DATA COMPILED FROM RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS), UNIVERSITY OF RHODE ISLAND ENVIRONMENTAL DATA CENTER, AND ESRI ARCGIS ONLINE OPEN GIS DATA DISTRIBUTION RESOURCES

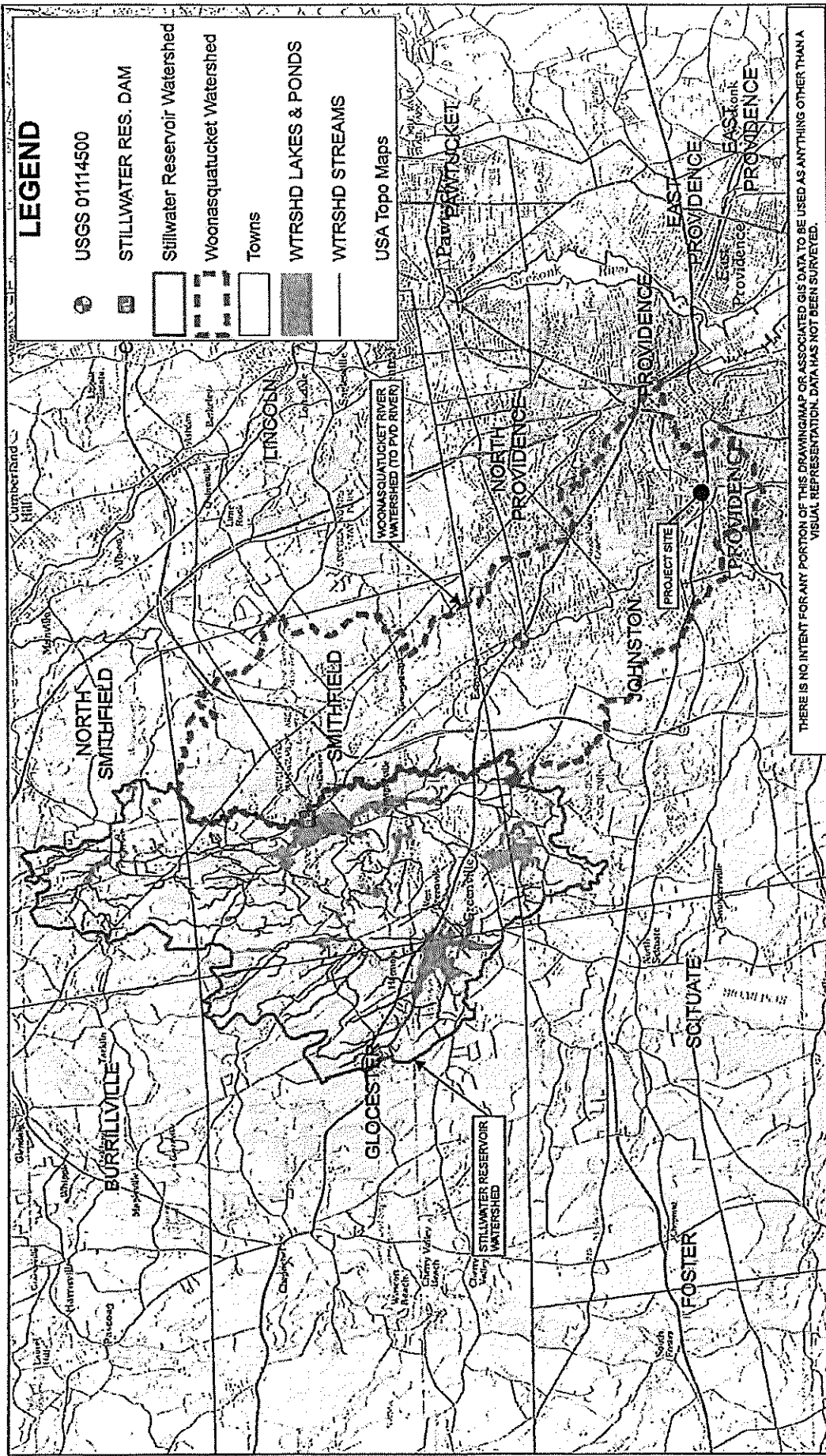


RMA  
GeoEnvironmental

| DRAWING TITLE        |                               | PROJECT                                                                |  |
|----------------------|-------------------------------|------------------------------------------------------------------------|--|
| USGS LOCUS MAP       |                               | UNITED WAY RIVER WALL<br>50 VALLEY STREET<br>PROVIDENCE RI             |  |
| PROJECT No: 24140.00 | DRAWING No:<br><br><b>L-2</b> | OWNER                                                                  |  |
| DATE: MAY, 2024      |                               | UNITED WAY OF RHODE ISLAND<br>50 VALLEY STREET<br>PROVIDENCE, RI 02909 |  |
| SHEET No. 2 OF 2     |                               |                                                                        |  |
| SCALE: AS NOTED      |                               |                                                                        |  |

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RMA ENVIRONMENTAL, LLC  
20 MAIN STREET  
WICKFORD, RI



THERE IS NO INTENT FOR ANY PORTION OF THIS DRAWING MAP OR ASSOCIATED GIS DATA TO BE USED AS ANYTHING OTHER THAN A VISUAL REPRESENTATION. DATA HAS NOT BEEN SURVEYED.

UNITED WAY RIVER WALL  
50 VALLEY ST.  
PROVIDENCE, RI 02909  
CLIENT: UNITED WAY OF RHODE ISLAND

WOONASQUATUCKET RIVER WATERSHED PLAN  
FIGURE WSA-1

0 4,000 5,000 Feet  
1 inch = 5,000 Feet  
esri

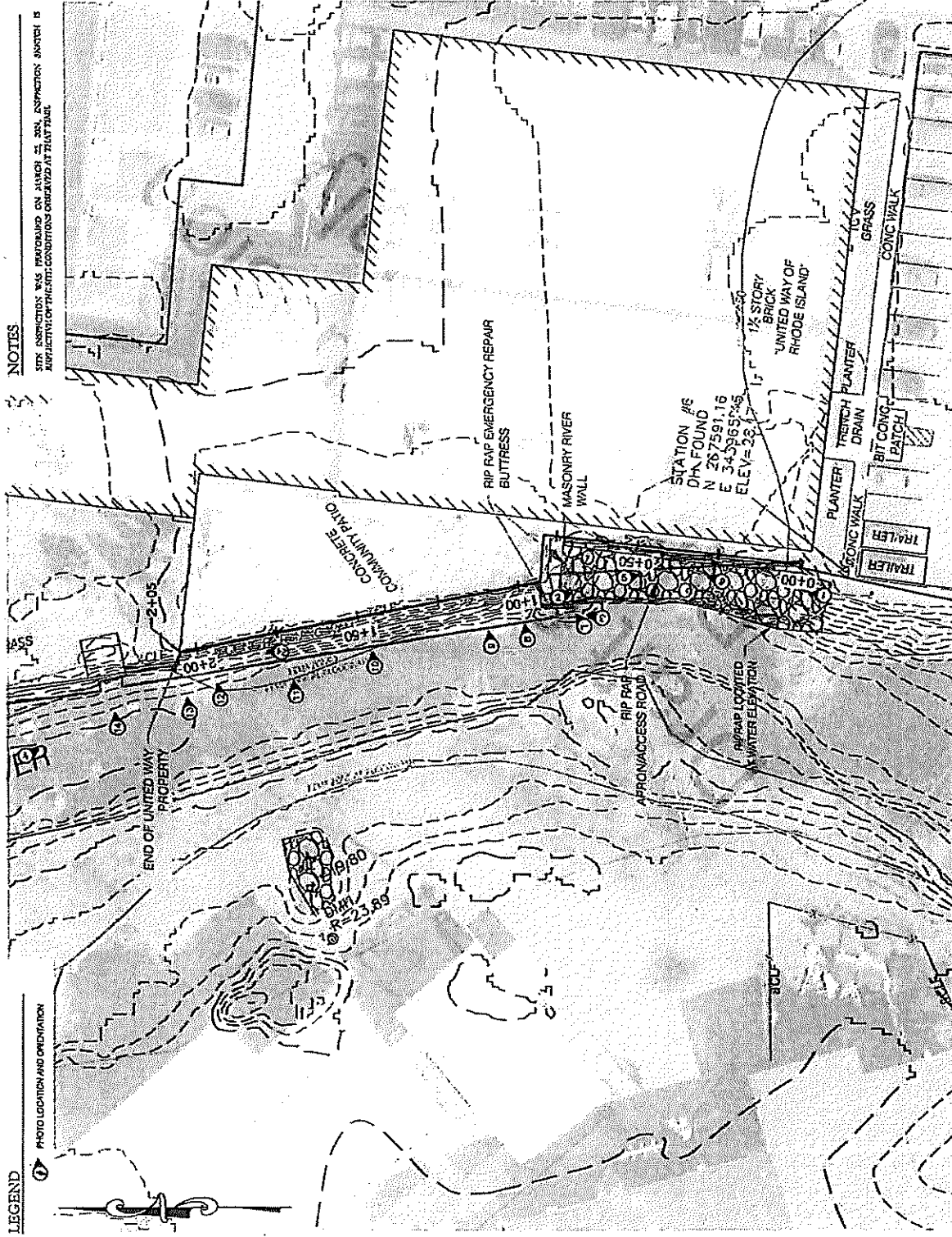
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LEGEND  
① PHOTO LOCATION AND ORIENTATION

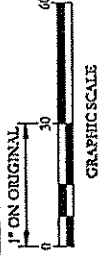
NOTES

STK INSPECTION WAS PERFORMED ON JANUARY 25, 2011. INSPECTION SKETCH IS  
A REPRESENTATION OF THE FIELD CONDITIONS OBSERVED AT THE TIME.



**RMA** GeoEnvironmental  
20 Main Street  
Wickford, Rhode Island 02852  
WWW.RMAHYDRO.COM

| No. | Revision | Date | Appr. |
|-----|----------|------|-------|
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Client/Owner:

UNITED WAY OF RHODE ISLAND  
50 VALLEY STREET  
PROVIDENCE, RI 02909

Issued for:

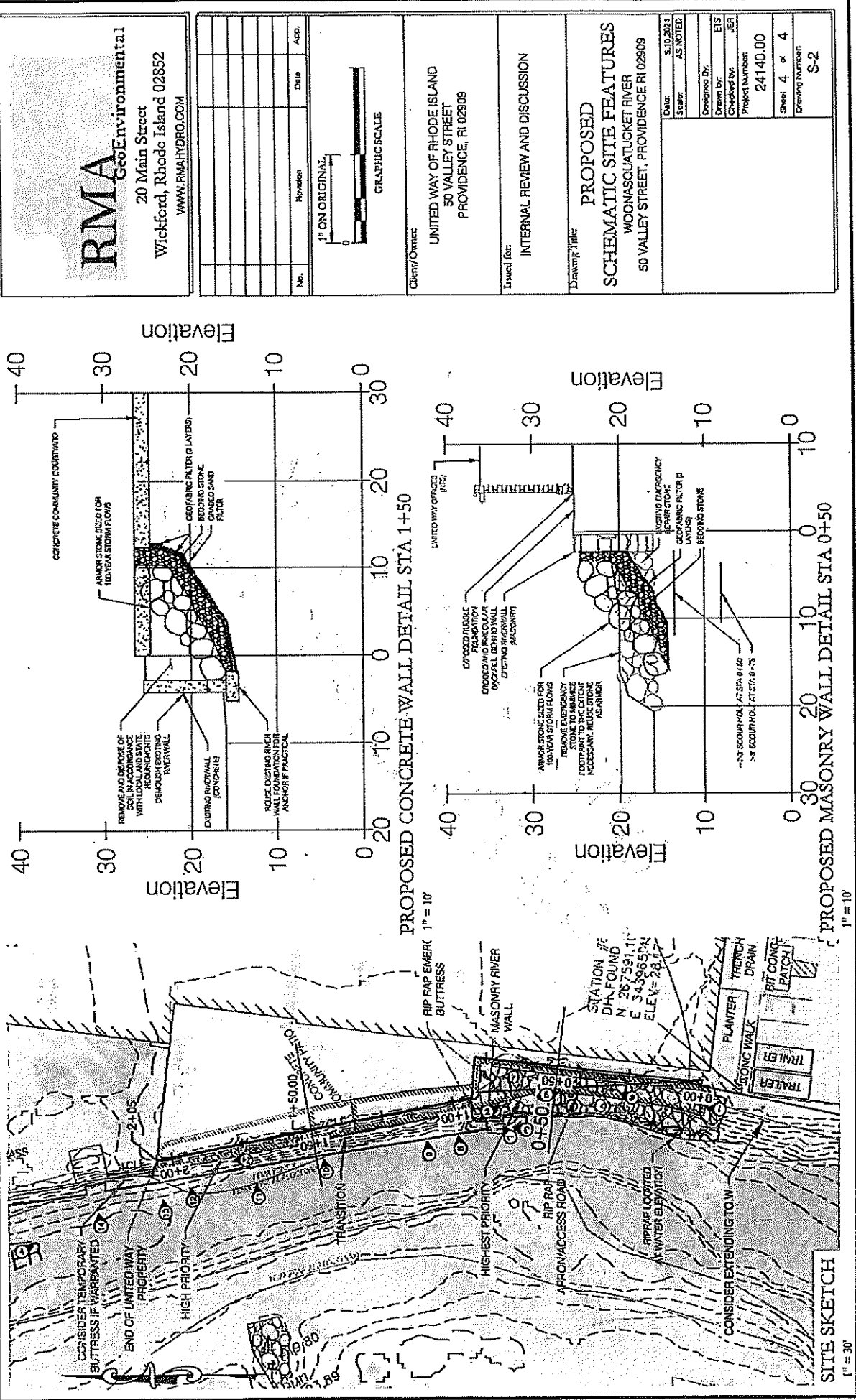
INTERNAL REVIEW AND DISCUSSION

Drawing Title:

**SITE INSPECTION SKETCH**  
WOODSQUATUCKET RIVER  
50 VALLEY STREET, PROVIDENCE RI 02909

|                 |           |
|-----------------|-----------|
| Date:           | 5.10.2014 |
| Scale:          | 1" = 30'  |
| Designed By:    | ETS       |
| Drawn By:       | JBT       |
| Checked By:     | JBT       |
| Project Number: | 24140.00  |
| Sheet 2 of 3    |           |
| Drawing Name:   | I-1       |





20 Main Street  
Wickford, Rhode Island 02852  
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| No. | Revision | Date | App. |
|     |          |      |      |
|     |          |      |      |
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|     |          |      |      |

1" ON ORIGINAL

GRAPHIC SCALE

Client/Owner:  
UNITED WAY OF RHODE ISLAND  
50 VALLEY STREET  
PROVIDENCE, RI 02909

Issued for:  
INTERNAL REVIEW AND DISCUSSION

Drawing Title:  
**PROPOSED  
SCHEMATIC SITE FEATURES**  
WOONASQUATUCKET RIVER  
50 VALLEY STREET, PROVIDENCE RI 02909

|                 |           |
|-----------------|-----------|
| Date:           | 5.10.2024 |
| Scale:          | AS NOTED  |
| Designed by:    | EIS       |
| Drawn by:       | ER        |
| Checked by:     | ER        |
| Project Number: | 24140.00  |
| Sheet:          | 4 of 4    |
| Drawing Number: | S-2       |





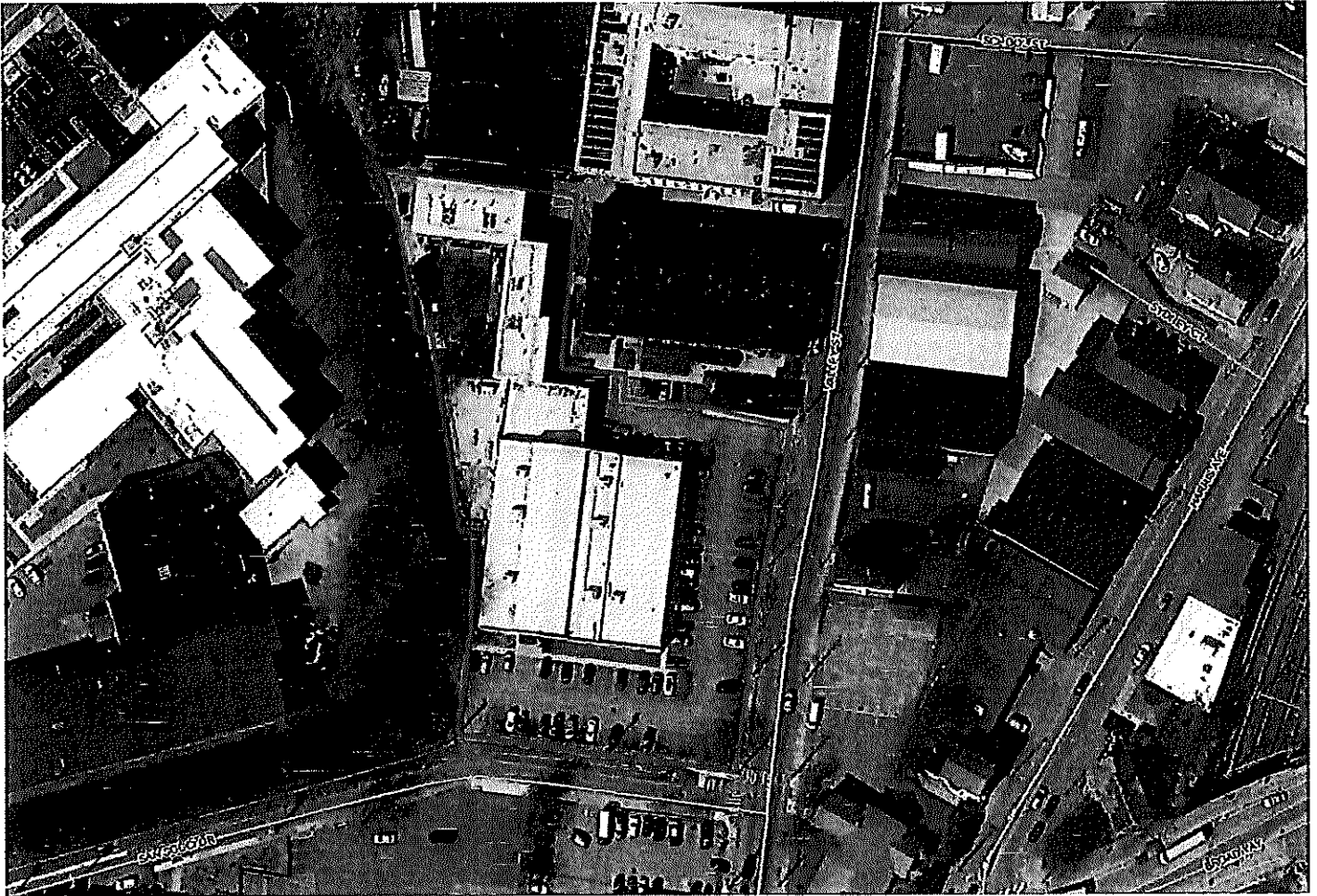
**Exhibit B: RIDEM Freshwater Wetland Permit Application**  
**“PRELIMINARY EMERGENCY ENGINEERING DATA &  
ASSESSMENT MEMO”**



# RIDEM FRESHWATER WETLAND PERMIT APPLICATION WITH VARIANCES

UNITED WAY OF RHODE ISLAND, 50 VALLEY STREET  
AP 35, LOT 586

PROVIDENCE, RI



**M** **MCCUE ENVIRONMENTAL, LLC**  
Consulting & Wetland Permitting Services  
LAFAYETTE MILL COMPLEX, 650 TEN ROD ROAD, NORTH KINGSTOWN, RI 02852





RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OFFICE  
OF WATER RESOURCES - Groundwater and Freshwater Wetlands Protection  
FRESHWATER WETLANDS PROGRAM

235 Promenade Street, Providence, Rhode Island 02908  
Telephone: 401-222-6820; Rhode Island Relay 711  
[www.dem.ri.gov/wetlands](http://www.dem.ri.gov/wetlands)

APPLICATION FOR A FRESHWATER WETLANDS  
DETERMINATION OR PERMIT

Application No.:

PART A - APPLICATION TYPE (See Tables 2, 3, and 4 in 250-RICR-150-15-3.8.9 for more information)

- ☐ Request to Determine the Presence of Jurisdictional Area [250-RICR-150-15-3.9.2] (JADETREC)  
☐ Request to Verify Wetland Edges [250-RICR-150-15-3.9.3] (WETEDGE)  
☒ New Freshwater Wetlands Permit [250-RICR-150-15-3.11] (FWWAPPREC)  
    ☒ with Variance (VARREC) OR  
    ☐ with Joint On-Site Wastewater Treatment System (single-family lot only) (JOINTREC)  
☐ Application for Significant Alteration [250-RICR-150-15-3.12] (SIGAPPREC)  
☐ Permit Modification [250-RICR-150-15.3.14.3] (MODIFY)- Existing Permit #: \_\_\_\_\_

FEE INFORMATION:

To determine your project type and fee amount, use the [Fee Assistant Tool](#).

Table 3 (3) (a)

Permit Fee Amount:

\$300.00

Check No.:

PART B - APPLICANT INFORMATION AND CERTIFICATION (Note: The applicant must be the owner of the property or easement which is the subject of this application or must be the government agency or entity with power of condemnation over such property or easement):

Name of Applicant/Organization United Way of Rhode Island

RIDOT PTSID (if applicable)

Name and Title of Organization Representative (if applicable): Mary Ann Canavan - Chief Financial Officer

Applicant's Mailing Address: 50 Valley Street

Street Number and Name or P.O. Box

Providence

Rhode Island

02909

City/Town

State

Zip Code

Applicant's Email Address: MaryAnn.Canavan@unitedwayri.org

Applicant's Phone Number: (401) 444-0675

CERTIFICATION/AUTHORIZATION OF APPLICANT:

I hereby certify that I have requested and authorized the investigation, compilation, and submission of all of the information, in whatever form, contained in this Application; that I have personally examined and am familiar with the information submitted herein; and that such information is true, accurate, and complete to the best of my knowledge. I hereby authorize RIDEM personnel access to the property ("site") for purposes of observing conditions pertinent to this application and assessing compliance with any permit or determination resulting from this Application; including any sampling, monitoring, or surveying that may be deemed appropriate, consistent with the RIDEM Administrative Inspection Guidelines.

Mary Ann Canavan, CFO

Applicant's Signature

07/19/2024

Date (mm/dd/yyyy)

If more than one property owner is applying, please use the [Supplemental Document: Additional Applicant Information and Certification](#).

PART C - PROPERTY LOCATION SUBJECT TO THIS APPLICATION:

Primary City/Town

Providence

Street Abutting Site, with Address (if applicable):

50 Valley Street

Nearest Intersecting Street:

San Souci Drive

Distance (in feet) and Direction to Property from nearest street intersection:

95 ft. SE of building

Tax Assessor's Plat(s) and Lot Number(s):

AP 35, Lot 586

Closest Utility Pole Number:

Secondary City/Town (if applicable):

Secondary Tax Assessor's Plat(s) and Lot Number(s) (if applicable):

Has a Freshwater Wetlands application been previously submitted for this property? ☒ No ☐ Yes

If yes, Previous Permit Application #

Have there been previous enforcement actions for this property?

☒ No ☐ Yes

If yes, Previous Enforcement Action File #

PART D - PROJECT INFORMATION (Note: The Interactive GIS Map can provide helpful information for answering some of the below questions)

Project Name (must be project specific): United Way River Wall

Project Type: Shoreline Stabilization Project Size: 180 Unit: Feet

Within which river buffer zone region is the site located? ☒ Urban Region ☐ Region 1 ☐ Region 2

Will the project alter Freshwater Wetlands? If yes, provide amount to be altered. ☒ No ☐ Yes \_\_\_\_\_ sq. ft.

Will the project alter Buffer Zone? If yes, provide amount to be altered. ☒ No ☐ Yes \_\_\_\_\_ sq. ft.

Will the project alter Watercourse? If yes, provide amount to be altered. ☐ No ☒ Yes 180 linear ft.

Is the project located within a Drinking Water Supply Reservoir Watershed (DWSRW)? ☒ No ☐ Yes

Is the project located within a Natural Heritage Area? ☒ No ☐ Yes

Have rare wetland types or rare species been documented? ☒ No ☐ Yes

If the project proposes any of the following, concurrently submit an Application for Stormwater Construction Permit and Water Quality Certification

New or increased impervious cover for property other than a single-family home? ☒ No ☐ Yes

Disturbance of more than 10,000 sq. ft. of existing impervious cover? ☒ No ☐ Yes

Fill in any amount of floodplain or alter storm flowage to a river, stream, or wetland on any lot? ☒ No ☐ Yes

Does this project require a variance from the Freshwater Wetlands Standards? ☐ No ☒ Yes

Has a variance from local zoning setbacks been sought? If yes, submit documentation of outcome. ☒ No ☐ Yes

Have you participated in a pre-application meeting with RIDEM on this project? If yes, provide meeting date. ☐ No ☒ Yes Provide Date: 4/2/24

Is municipal master plan approval required for this property? If yes, submit a copy of the approval. ☒ No ☐ Yes

PART E - SITE WORK AFFIDAVIT

- Wetland flags are present on site and are correctly and legibly labeled
- The wetland flag numbers on site correspond to those depicted on the plans
- The wetland flags have been accurately surveyed and depicted on the plans
- The proposed Limit of Disturbance (LOD) and other proposed activities and features have been staked and labeled on site (see § 3.8.6).

I have inspected the subject property and its surroundings and do hereby attest that to the best of my knowledge, all site work performed above has been accurately completed and certified at the time of application submission and prior to RIDEM inspection, in accordance with the Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act, 250-RICR-150-15-3.

PART F - PROFESSIONAL CERTIFICATION

I hereby certify that I have been authorized by the applicant to prepare documentation to be submitted in support of this Application; that such documentation is in accordance with the Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act (250-RICR-150-15-3); and that such documentation is true, accurate, and complete to the best of my knowledge.

Note: The Project Manager / Primary Professional should enter their information first.

Name and Title: Joshua Rosenberg, PE, Principal d/b/a: RMA Environmental LLC

Email Address: Josh@rmahydro.com Phone Number: (401) 741-9667

Signature: [Signature] Date: 07/19/2024

☐ By checking this box, I attest that I have reviewed and certify the Site Work Affidavit in Part E. I last inspected the property on: \_\_\_\_\_

Name and Title: Joseph P. McCue, PWS, Principal d/b/a: McCue Environmental, LLC

Email Address: mccueenvironment@gmail.com Phone Number: (404) 595-4276

Signature: [Signature] Date: 7/19/2024

☐ By checking this box, I attest that I have reviewed and certify the Site Work Affidavit in Part E. I last inspected the property on: \_\_\_\_\_

Name and Title: \_\_\_\_\_ d/b/a: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ By checking this box, I attest that I have reviewed and certify the Site Work Affidavit in Part E. I last inspected the property on: \_\_\_\_\_



City of Providence  
591 Charles St.  
Providence, RI 02904

USDA-NRCS EMERGENCY WATERSHED PROTECTION FUNDS

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the 21<sup>st</sup> day of October, 2024 by the City of Providence, Department of Emergency Management (herein referred to as “the City of Providence”) and United Way of Rhode Island (hereinafter referred to as the “Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the United States Department of Agriculture Emergency Watershed Protection Program (“EWP”). The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: a) Utilize funds to repair damaged retaining wall along the Woonasquatucket River, and to perform other floodproofing / environmental / repair work in accordance with the agreement between USDA-NRCS and UWRI at 50 Valley Street, Providence, RI. b) UWRI will be responsible for all project management functions pursuant to this project. c) UWRI will agree to comply with all requests by USDA-NRCS and/or The City in regards to this project. d) UWRI will be responsible to pay the “local” share of this project, as established upon the agreement with USDA-NRCS, UWRI, and The City.

(herein referred to as the “Program”). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the City of Providence and/or the United States Department of Agriculture (“USDA”), perform all obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all loan closing documents executed in connection herewith.

|                                         |                                 |
|-----------------------------------------|---------------------------------|
| Subrecipient:                           | United Way Rhode Island (UWRI)  |
| Organization Type:                      | Non-Profit                      |
| UEID:                                   | MZNZPBTNXXKU5                   |
| Federal ID:                             | 05-0276059 (EIN)                |
| Mailing Address:                        | 50 Valley St. Providence, RI    |
| Award ID Number                         | NR241535XXXXC005                |
| Award Type & Amount<br>(Grant or Loan): | Grant<br>\$1,067,800.00         |
| FAIN:                                   | SLFRP1979                       |
| Federal Prime Award:                    | \$1,067,800.00                  |
| Federal Prime Award Date:               | 11/1/2024                       |
| Program Address:                        | 50 Valley St. Providence, RI    |
| Final Funding<br>Spend Down Date:       | November 1 <sup>st</sup> , 2025 |

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on November 1, 2024 and complete the Program no later than November 1, 2025 (hereinafter referred to as the “Program Expiration Date”).

2. Method of Payment

Payments will be made by the City of Providence to Subrecipient in the form of reimbursement for monies already spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement

and any/all USDA Rules and Regulations 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, USDA Requirements, the City of Providence Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDA and/or City of Providence policy memo, regulation, communication or guideline, as the same may be amended from time to time.

**3. Funding**

It is expressly understood that in no event will the total funding exceed \$1,067,800.00 unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the City of Providence’s receipt of full USDA federal funding and authorization from USDA to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

**4. USDA Regulations**

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- USDA’s Rules and Regulations General Terms and Conditions For Grants and Cooperative Agreements October 2024, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- City of Providence SLFRF Policies and Procedures Manual, attached hereto as **Exhibit 1** and as amended from time to time;
- All local, state, and federal laws; and
- Any subsequent USDA and/or City of Providence Policy Memos, Regulations, Communications, and guidance.

**5. Program Description, Program Schedule, and Scope of Work**

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule and Scope of Work as outlined in **Exhibit 2** attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the City of Providence in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at The City of Providence’s discretion.

**6. Program Budget**

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 3** (“Program Budget”). The City of Providence may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the City of Providence’s upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize USDA funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the City of Providence to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:
  - Non-Administrative Personnel Costs
  - Non-Administrative Office Space Costs
  - Program Delivery Costs
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from The City of Providence so



long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the City of Providence as provided for elsewhere in this Contract Agreement.

#### **7. Fund Disbursement**

The Subrecipient may request reimbursement by submitting the requisition form attached hereto as **Exhibit 4** ("Requisition Form") with backup documentation detailing itemized expenditures by activity and cost categories. All EWP funds must be requested on the Requisition Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The City of Providence reserves the right to request additional compliance documentation before disbursing funds.

The Subrecipient shall not request disbursement of funds until funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all USDA regulations/guidance.

In the event the Subrecipient fails to pay contractors, subcontractors, vendors or others with claims against the Program, the City of Providence reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the City of Providence, such as retaining portions of contracts until completion and requiring bonds, warranties and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts or purchases, in compliance 2 CFR 200.317-326 – Procurement Standards and the Manual.

#### **8. EWP Commitment**

The City of Providence agrees to disburse EWP funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the City of Providence be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "EWP commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDA and/or the City of Providence.

#### **9. Commencement and Duration**

The Subrecipient agrees that the Program shall not commence, nor shall any costs be incurred or obligated, prior to execution of this Contract Agreement unless approved in writing by the City of Providence.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in **Exhibit 2** and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the City of Providence.

#### **10. Drug Free Workplace**

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

### **11. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage in compliance with the terms in the Manual (**Exhibit 1**) to protect Contract Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City of Providence. Subrecipient shall provide the City of Providence with proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage, naming the City of Providence, its departments, employees, and/or agents, as additional insureds.

The Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance and 2 CFR 200.326, -Bonding.

### **12. The City of Providence and USDA Recognition**

The Subrecipient agrees to recognize the role of the City of Providence and USDA in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

### **13. Program Income**

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. The Subrecipients of EWP funds should calculate, document, and record the program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Subrecipient shall comply with The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307.

### **14. Equal Employment Opportunity**

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

### **15. Contractors and Subcontractors**

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Environmental Laws—All recipients of subgrants in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the certification required under the Byrd Anti-Lobbying Amendment, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and disclosing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- f. Certain Telecommunications Equipment—Grant funds may not be used to contract, re-contract, procure, or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- g. Domestic Preference—As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- h. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the City of Providence of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

#### **16. Right to Monitor**

The City of Providence shall have the right to monitor Subrecipient's compliance with all applicable EWP Program requirements by whatever means the City of Providence deems appropriate. This right shall continue throughout and until the City of Providence's grant closeout with USDA or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

#### **17. Right to Inspect**

The City of Providence, its agents and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and USDA's Rules and Regulations.

Subrecipient agrees to permit the City of Providence, its agents and designees (i) to have reasonable access to the EWP assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the EWP funds. Subrecipient further agrees to furnish such other information to the City of Providence, as and when requested, for

the purpose of determining Subrecipient's compliance with this Contract Agreement and USDA's Rules and Regulations.

#### **18. Record Retention and Access to Records**

Subrecipient agrees that the City of Providence, USDA, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the City of Providence's grant closeout with USDA or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

#### **19. Limitation of Liability**

Subrecipient acknowledges that City of Providence shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should the City of Providence find a material default or noncompliance with this Contract Agreement, as determined by the City of Providence in its sole discretion and, as a result thereof, cease disbursement of EWP funds, the City of Providence shall incur no liability to Subrecipient.

#### **20. Subrecipient Responsibilities and Indemnification for Non-compliance**

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the EWP program and the guidance provide. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the EWP program. In the event USDA disallows any Program cost paid in whole or in part with EWP funds, Subrecipient shall indemnify, defend and hold the City of Providence harmless against any resulting loss, including reasonable attorneys' fees.

#### **21. Indemnification Generally**

Subrecipient shall defend, hold harmless and indemnify the City of Providence, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its EWP Program, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the City of Providence and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of the City of Providence shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

#### **22. No Delegation of Duties**

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

#### **23. Conflicts of Interest**

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with EWP funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a EWP-assisted activity, or have an interest in any

contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the City of Providence upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

#### **24. Privacy Protection**

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. The City of Providence shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with the City of Providence requirements. In no event may any statement by the City of Providence be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by the City of Providence be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without the City of Providence's prior written consent.

#### **25. Minority/Women's Business Enterprises**

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with EWP Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

#### **26. Religious Organizations**

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the EWP program. The Subrecipient shall not, in carrying out this Contract Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this Program and separately, in time and location, from the activities funded under this Contract Agreement.

#### **27. Reliance Upon Information**

The commitment of EPW funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the City of Providence by Subrecipient. EWP Funds may be withdrawn or recaptured by EWP at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if USDA should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by USDA in its sole discretion.

#### **28. Programmatic Changes**

Subrecipient will promptly notify the City of Providence in writing in the event of changes in key personnel and obtain the prior written approval from The City of Providence whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Application; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of EWP funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by The City of Providence as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the City of Providence may result in termination of this Contract Agreement.

## 29. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the City of Providence quarterly, or at such other intervals as requested, any information, documents or certifications requested by the City of Providence which the City of Providence deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable USDA program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the City of Providence. The City of Providence shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the City of Providence. These include, but are not limited to:

- a. Records of all EWP program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest and other return on investment of EWP funds.
- d. Records of all written agreements and contracts pertaining to EWP Program.
- e. Records supporting a competitive bid process of procurement
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.
- h. Efforts to recruit MBEs and WBEs.

The following records and reports must be submitted to the City of Providence:

- a. Monthly programmatic narrative updates and expense reports with supporting documentation of program expenses.
- b. Close out reports shall be submitted no later than 15 days following the final drawdown of EWP funds on forms provided by the City of Providence.
- c. Staff payroll and benefit reports and timesheets
- d. Financial documents, terms of agreement, and contracts upon request.
- e. Records of all transactions
- f. Any other program information as requested by the City of Providence from time to time.

## 30. Close-outs

The Subrecipient's obligation to the City of Providence shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to The City of Providence; and
- c. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over EWP funds, including program income.

## 31. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the City of Providence to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the City of Providence.

If such audit contains no material findings, Subrecipient is not required to submit a copy to the City of Providence unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the City of Providence, USDA, or any designee thereof. The City of Providence reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the City of Providence requires an audit, EWP administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

### **32. Financial Management System**

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

### **33. Repayment of Investment, Time Limits for Performance,**

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the EWP funds disbursed for the Program must be repaid to the City of Providence. Any Program assisted with EWP funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the EWP funds for that Program to the City of Providence.

### **34. Uniform Administrative Requirements**

Subrecipients funded under the EWP program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

### **35. Subrecipient's Covenants and Agreements**

Subrecipient covenants and agrees with the City of Providence as follows:

- a. All EWP funds shall be allocated to units to be occupied by persons or families meeting the income qualifications required by the USDA Rules and Regulations;
- b. To complete the program by the program expiration date;
- c. To comply with the City of Providence's guidance, 2 CFR 200 Uniform Guidance, and the USDA regulations pertaining to the EWP Program, as amended from time to time.

### **36. Subrecipient's Representations.**

Subrecipient represents to the City of Providence as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the EWP Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Application and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Application;
- d. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;



- e. It has not failed to provide the City of Providence with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the City of Providence may request in connection therewith; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

### **37. Survival of Agreements**

All agreements, covenants, representations, and warranties made in the Subrecipient's Application and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

### **38. Events of Default and Pursuit of Remedies**

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, USDA Rules and Regulations, 2 CFR Part 200, USDA Requirements, any applicable local, state, and federal laws, and any applicable USDA and/or City of Providence policy memo, regulation, communication or guideline as the same may be amended from time to time, as determined by the City of Providence in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient applications, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instrumenta executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the City of Providence may, at its option, send Subrecipient a Notice of Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, the City of Providence may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City of Providence in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, the City of Providence may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud or misrepresentation, whether through commission or omission.

### **39. Termination**

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with 2 CFR 200.338, the City of Providence may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with City of Providence guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDA guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the City of Providence of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the City of Providence or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City of Providence determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City of Providence may terminate the award in its entirety.

**40. No Waiver**

No delay or omission by the City of Providence to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether The City of Providence has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the City of Providence to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

**41. Benefit**

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of the City of Providence to such assignment has been first obtained.

**42. Severability; Survivability**

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

**43. Governing Law**

This Contract Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

**44. Section Headings and Subheadings**

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

**45. Notices**

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the City of Providence:

City of Providence,  
Office of Recovery, 2<sup>nd</sup> Floor  
5 Dorrance Street  
Providence, RI 02903

To Subrecipient:

United Way of Rhode Island,  
50 Valley Street  
Providence, RI 02909

**46. Changes to the Agreement**

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the City of Providence. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the City of Providence or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release the City of Providence or the Subrecipient from its obligations under this Contract Agreement.

The City of Providence may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both the City of Providence and the Subrecipient.

**47. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

**48. List of Exhibits**

- Exhibit 1: City of Providence SLFRF Policies and Procedures Manual
- Exhibit 2: Program Description, Program Schedule, and Scope of Work
- Exhibit 3: Program Budget
- Exhibit 4: Request for Payment Form (Requisition Form)

[SIGNATURE PAGE FOLLOWS]

The City of Providence and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

**City of Providence,**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: David W. Radcliffe, AEM  
Title: Deputy Director of Emergency Management  
Department: PEMA

**Subrecipient:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
Title:

Approved as to form and correctness:

\_\_\_\_\_  
Jeffrey Dana, City Solicitor

**Exhibit 1:**

**City of Providence SLFRF Policies and Procedures Manual**

*available at*

<https://www.providenceri.gov/arpa-manual/>

## Exhibit 2:

### Program Description, Schedule, and Scope of Work

**Program Description:** In December of 2023, and January of 2024, the City of Providence experienced flash flooding events that caused the Woonasquatucket River to overtop its banks, and caused significant flood damage throughout the City. One such property impacted was the United Way of Rhode Island (UWRI), located at 50 Valley Street. The heavy floodwaters and debris caused significant damage to a retaining wall, which runs along the property of 50 Valley Street that abuts the Woonasquatucket River. UWRI hired licensed engineers to inspect the wall, and found it to be deficient and near failure. It should be noted that the UWRI property is a Brownsfield site, and the soil contained on site is contaminated. It should be further noted that there are also underground storage tanks present on the site. It has been assessed that the failure of this wall would present a flood hazard in the physical obstruction of the River, as well as an environmental hazard resulting in the release of contaminants.

The Providence Emergency Management Agency (PEMA) and UWRI applied for an Emergency Watershed Protection project through the United States Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS). The project provides federal dollars to address the wall repairs, and subsequent actions to mitigate flooding at this property. USDA-NRCS approved this project for \$1,067,800.00 federal share, and \$112,400.00 local share. UWRI has signed an MOU with the City of Providence and USDA-NRCS agreeing to pay the local share.

The City role in this project is to act as the Sponsor, with UWRI acting as the Project Manager. UWRI will take on procurement and project oversight responsibilities. The City will coordinate with USDA-NRCS ensuring all local, state, and federal laws / guidelines are followed and the project is executed to the agreed upon standards.

The City of Providence retains no financial liability or responsibility on this project aside of the normal costs for City personnel – PEMA and otherwise, undertaking administrative work in support of this project.

**Program Schedule:** UWRI met with potential vendors on 10/18/2024, and begun accepting quotes from perspective contractors. UWRI will be informing contractors they need to include Minority and Women owned enterprises in their work. Initial work would seek to begin by late November, or December. Work to be completed by July, 2025.

**Scope of Work:** This work is to be executed under the Emergency Watershed Protection program, with the exclusive intent to mitigate the emergency wall repair at 50 Valley Street. This repair work will involve removing and rebuilding the retaining wall, and associated work on the property to support this measure. The repair of this wall will prevent a river blockage, contaminant release, and ensure the integrity of the building at 50 Valley Street, which houses critical state services such as 2-1-1. The scope of work has been approved by USDA-NRCS, Rhode Island Department of Environmental Management, United States Army Corps of Engineers, and the Providence, Rhode Island, and Federal Emergency Management Agencies.

**Exhibit 3:**

**Program Budget**

|                                                                  |                         |
|------------------------------------------------------------------|-------------------------|
| <b>Total Project Budget (Approved and Awarded by USDA-NRCS):</b> | <b>\$1,180,200.00</b>   |
| <b>Federal share</b>                                             | <b>: \$1,067,800.00</b> |
| <b>Local Share (To be paid by UWRI)</b>                          | <b>: \$112,400.00</b>   |

Payments for this project will be monthly reimbursements. UWRI will pay for services, and provide PEMA with receipts and invoices. PEMA will file the reimbursement with USDA-NRCS, who will then reimburse the City. The City will then reimburse UWRI.



Exhibit 4:

Request for Payment Form (Requisition Form)

City of Providence  
Subgrantee Invoice Form

Applicant :

Title of Program :

Program Start:

Program End:

Billing Period:  From  To

| Category<br><small>(col. 1)</small> | Approved Budget<br><small>(col. 2)</small> | Requested Time<br>Period<br><small>(col. 3)</small> | Total Drawdown of<br>Funds to Date<br><small>(col. 4)<br/>(col. 3 + previous requests)</small> | Remaining Balance<br><small>(col. 5)<br/>(col. 2 - col. 4)</small> |
|-------------------------------------|--------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Salaries                            | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Fringe Benefit                      | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Subcontracts                        | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Vendors                             | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Postage                             | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Office Supplies                     | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Program Supplies                    | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Mileage                             | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Rent                                | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Utilities                           | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| All Other                           | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |
| Total Invoiced                      | \$ -                                       | \$ -                                                | \$ -                                                                                           | \$ -                                                               |

|                           |                   |
|---------------------------|-------------------|
| Please Remit Payment To → | Attention:        |
|                           | Organization Name |
|                           | Address 1         |
|                           | Address 2         |
|                           | City, State, Zip  |

Billing Period: \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_

| Salary Costs   |       |       |               |
|----------------|-------|-------|---------------|
| Position Title | Rate  | Hours | Total         |
| Name, Title    | col 1 | col 2 | col 1 x col 2 |
|                |       |       |               |
|                |       |       |               |
|                |       |       |               |
|                |       |       |               |
|                |       |       |               |
|                |       |       |               |
| Total Salaries |       |       | \$ -          |

| Fringe Benefit Costs  |                                  |                     |               |
|-----------------------|----------------------------------|---------------------|---------------|
| Position Title        | Total Salary Charged this period | Fringe Benefit Rate | Total         |
| Name, Title           | \$ -                             | col 2               | col 1 x col 2 |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
|                       | \$ -                             |                     |               |
| Fringe Benefits Total |                                  |                     | \$ -          |



12

[illegible]

1. Invoice for each Vendor
2. Confirmation of payment to Vendor

3

[illegible]

1. Invoice for each Vendor
2. Confirmation of payment to Vendor