

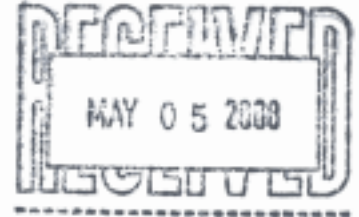
Maguire Group Inc.
Architects / Engineers / Planners
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David R. Westcott, AICP
Principal Planner



April 30, 2008

Mr. Thomas Deller, AICP, Director
Providence Department of Planning and Development
400 Westminster Street
Providence, Rhode Island 02903



Re: Redevelopment Planning Assistance
Allens Avenue Properties

Dear Mr. Deller:

As we discussed, the Providence Department of Planning and Development has identified certain properties along Allens Avenue as potentially suitable for redevelopment. These properties are located generally along Allens Avenue east of I-195 between the I-195 eastbound ramp to the north and Ernest Street to the south. In order to proceed with redevelopment, the Department requires a Redevelopment Plan in accordance with Rhode Island General Laws Title 45 *Towns and Cities*, Chapter 32 *Redevelopment Projects*.

Section 8 of Chapter 32 outlines the contents of a redevelopment plan as follows:

- A. Project Area Description
 - 1. Location and Boundaries
 - 2. Existing Conditions
 - land uses
 - buildings and physical conditions
 - demographics
 - zoning and other regulatory oversight
 - blighted and substandard areas
- B. Redevelopment Plan
 - 1. Land Uses
 - 2. Densities
 - 3. Infrastructure
 - 4. Zoning
 - 5. Conformance with City's Comprehensive Plan
- C. Action Plan
- D. Acquisition
 - 1. Relocation
 - 2. Costs and Financing
 - 3. Covenants and Restrictions
 - 4. Purposes of Chapters 31 through 33

At the Department's request, Maguire Group will prepare a draft Redevelopment Plan for these properties in accordance with Chapter 32. In order to prepare the plan, Maguire will undertake the following tasks:



Task 1 - Existing Conditions

Maguire will develop a description of existing conditions along Allens Avenue in the defined study area. First, an overall description of the study area will be provided, including infrastructure, land use and connectivity with adjacent neighborhoods. Research will include property boundaries from assessor's plans, property ownership based on City tax records, physical conditions, zoning, access, contamination records, environmental constraints and other elements. This evaluation will be prepared by inspection of the redevelopment area by and collecting data from various City and State departments as needed.

Task 2 - Blight

Chapter 45-31 defines blighted and substandard areas as "slum blighted areas", "deteriorated blighted areas", or "arrested blighted areas", or any combination of these, and also includes "areas where the presence of hazardous materials impairs the use, reuse, or redevelopment of impacted sites." Listed conditions that support these definitions apply to residential, commercial and industrial uses and include, but are not limited to:

- deteriorated or obsolete buildings and infrastructure,
- unsuitable soil conditions,
- physical condition of the site leading to adverse environmental consequences such as flooding, and
- deterioration of uses that have resulted in the decline of the area or are "detrimental to the public health, safety, morals, and welfare" of the neighborhood and could lead to a slum condition.

Maguire will apply these definitions of blight to the Allen's Avenue properties and assess the extent to which the properties are blighted. The City will be provided with a list of blighted properties and a brief summary of the reasons for the classification of those properties as blighted.

Task 3 - Redevelopment Potential

Maguire will assess existing future development potential for each of the redevelopment properties. This will be identified through the City's Comprehensive Plan, Comprehensive Plan Update process, the Coastal Resources Management Council's Special Area Management Plan and other studies policies and regulations applicable to the area. In consultation with the Planning Department, Maguire will evaluate land uses, development densities, and infrastructure requirements for new development.

Task 4 - Redevelopment Requirements

Maguire will identify requirements to proceed with implementing the redevelopment plan in accordance with Chapter 45-32 in consultation with the Planning Department using available plans and studies. Planning and zoning requirements, infrastructure needs, land acquisition, relocation, estimated costs and financing, and identification of required covenants and restrictions will be evaluated.

Redevelopment Plan Proposal
Mr. Thomas Deller, AICP
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Task 5 - Drafting Redevelopment Plan

Information collected for Tasks 1 through 4 will be compiled into a preliminary working draft redevelopment plan for the area. This working draft will be submitted to the Department for review and comment by Department staff. Comments will be addressed and changes will be made to the working draft to prepare it for public release as an official draft redevelopment plan.

Task 6 - Meetings and Coordination

Maguire will meet with staff of the Department of Planning and Development weekly during the preparation of the draft Redevelopment Plan to review project status.

FEE AND SCHEDULE

Maguire is ready to proceed with the work immediately on receipt of notice to proceed and agrees to complete the services indicated herein within 30 days of commencement. Maguire proposes to complete the services described herein in accordance with the attached standard terms and conditions for a lump sum fee, including expenses, of \$13,500.

If this proposal is acceptable to you and to the City please indicate same by signing below and returning one copy to this office. Receipt of your signed copy will be considered notice to proceed. Should you have any questions on this proposal please do not hesitate to contact me. As always, it is our pleasure to be of assistance to you and to the City of Providence.

Very truly yours,

MAGUIRE GROUP, INC.

A handwritten signature in blue ink that reads "David R. Westcott AICP".

David R. Westcott, AICP
Principal Planner

DRW/is

CC: K. Moravec



.....
Proposal Accepted for Providence Redevelopment Agency

Approved by: Thomas E. Deller Date: 5/6/08

Title: Executive Director PO No.: NA

Address: 400 Westminster St.

Town, State, Zip: Providence RI 02903

Telephone No.: 401 - 351 - 4300 x600

TABLE 1
LABOR HOUR AND COST ESTIMATE
Allens Avenue Redevelopment Plan

TASK DESCRIPTIONS	PROJECT MANAGER	PRINCIPAL PLANNER	PROJECT PLANNER	DESIGNER II	CLERICAL	EXTENDED TOTALS
Existing Conditions	1	2	4		2	0
Blight	1	4	-		-	9
Redevelopment Potential	2	8	16	-	2	5
Redevelopment Requirements	4	4	16	-	-	28
Redevelopment Plan	8	16	32	8	2	24
Meetings and Coordination	4	4	-	-	1	66
						9
						0
TOTAL HOURS	20	38	68	8	7	141
RATE	\$124.00	\$105.00	\$85.00	\$75.00	\$55.00	
LABOR COST	\$2,480.00	\$3,990.00	\$5,780.00	\$600.00	\$385.00	\$13,235.00
	EXPENSES (CADD, MILEAGE, PRINTS, ETC.)					\$250.00
	TOTAL					\$13,485.00



**MAGUIRE GROUP INC.
ARCHITECTS - ENGINEERS - PLANNERS
GENERAL TERMS AND CONDITIONS
2008**

The following terms and conditions are applicable to all Agreements (which include letter Agreements) to which they are attached. The language contained in these terms and conditions supersedes that found in any Agreement except to the extent that these terms and conditions are expressly modified in the Agreement by a specific reference to these terms and conditions.

Terms and Conditions

1. Fees and Other Charges

- A. The Client shall pay those fees that are specified in the Agreement to which these terms and conditions are attached. The fees charged to the Client shall be calculated as either (i) lump sum, (ii) hourly billing rates, (iii) percent of construction cost, (iv) direct labor times a factor, or (v) incurred cost plus fixed fee. The method of calculation shall be that specified in the Agreement.
- B. In addition to the fees charged, the Client shall reimburse Maguire for all of the following Reimbursable Expenses incurred for the benefit of the Client in fulfillment of Maguire's obligation under the Agreement:
 - 1. Transportation and living expenses when traveling (including automobile mileage at 50.5 cents per mile);
 - 2. Delivery services;
 - 3. Reproduction of drawings, specifications and reports;
 - 4. Photography;
 - 5. Models and renderings;
 - 6. Equipment rental.

With respect to all of the foregoing, except for automobile mileage expense, an administrative charge of ten percent (10%) shall be applied.
- C. In addition to the fees and Reimbursable Expenses to be paid by the Client, Maguire shall be reimbursed for all fees charged or costs incurred in the retention of consultants and other specialists, including but not limited to, boring contractors and testing laboratories, related to the fulfillment of Maguire's obligations under the Agreement. An administrative charge of fifteen percent (15%) shall be added to all such charges.
- D. Except for income taxes, all taxes, including but not limited to, sales taxes, value added taxes and excise or gross receipts taxes shall be paid to Maguire by the Client.

2. Payments

To the extent specified in the Agreement, a retainer or initial payment shall be made upon execution of the Agreement. Unless specifically otherwise provided in the Agreement, Maguire shall invoice the Client each and every month. All invoices shall be due and payable upon receipt (monthly or otherwise). Any invoice not paid within thirty (30) days of the date of such invoice shall bear interest in the amount of one percent (1%) per month on the unpaid balance. In the event of the failure of the Client to make payment of any invoice within forty-five (45) days of the date of any invoice, Maguire shall have the right to suspend services and withhold deliveries of instruments of services until payment in full, including interest, shall be made. To no extent shall Maguire be liable for consequential damages incurred by the Client or any other person for exercising its rights hereunder. In the event that Maguire incurs costs of collection, including reasonable attorneys' fees, in collecting payment of any invoice, the Client shall be liable to Maguire for any such costs. The Client shall not have the right to offset or reduce the payment of any invoice for any reason whatsoever.



3. Fee Adjustment

Unless otherwise specifically provided to the contrary in the Agreement, all fees and/or rates to be paid to Maguire under the terms of the Agreement shall be subject to renegotiation on a fair and equitable basis on each annual anniversary date of the Agreement. If Maguire and the Client fail to reach agreement on adjustments to fees, either party may elect to terminate the Agreement, which termination shall be considered a termination for convenience.

4. Ownership of Documents

Plans, specifications, CADD disks, computations, and other documents are instruments of service and remain the exclusive property of Maguire (subject to the copyright laws of the United States when and if designated by Maguire), whether or not the project for which they are prepared is implemented. The Client shall be entitled to retain reproducible copies of the instruments of service for reference and use as necessary for implementation of the project for which the instruments of service were prepared. The Client shall make no other use of such instruments of service without the written consent of Maguire and the payment of compensation to Maguire.

5. Estimates of Construction Costs

To the extent required by the Agreement, Maguire will provide estimates of the costs of construction for the project that is the subject matter of the Agreement. In the making of such estimates, Maguire will exercise its best judgment; however, the Client recognizes that Maguire does not have control over the costs of labor, materials or equipment or over the contractor's method of determining prices as they may be affected by the marketplace or the contractor's bidding strategy.

6. Limitation of Liability

The extent of Maguire's liability for any and all claims related to its performance of services under the Agreement, whether founded in negligence or contract, shall not exceed the aggregate sum of Fifty Thousand (\$50,000) Dollars or the amount of fees paid to Maguire under the Agreement, whichever is less. The above limitation shall include all amounts sought by third party claimants, and to the extent thereof, the Client hereby indemnifies and holds Maguire harmless with respect to any such claims. In the event that the Agreement requires that Maguire undertake services related to asbestos or other hazardous materials, as defined by federal or state laws or regulations, Maguire shall have no liability whatsoever and the Client shall hold harmless, defend and indemnify Maguire with respect to any and all claims related thereto.

Standard of Care

Maguire shall, in the performance of its services under the Agreement, exercise the same degree of skill and care ordinarily exercised under similar circumstances by qualified professionals undertaking similar work in the same locality at the same time. To no extent are the professional services provided by Maguire under the Agreement either expressly or implicitly warranted.

8. Successors and Assigns

The Client and Maguire respectfully bind themselves, their partners, successors, assigns, and legal representatives to the terms and conditions of the Agreement and these terms and conditions. Neither party may assign this Agreement without the written consent of the other party.

Note: This document applies to Maguire Group Inc. and all of its wholly owned subsidiaries.
2008

Maguire Group Inc.
Architects / Engineers / Planners
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Providence, RI 02905-4507
Phone: (401) 272-6000
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E-Mail: DWestcott@maguiregroup.com

David R. Westcott, AICP
Principal Planner

August 13, 2008



Mr. Thomas Deller, AICP, Director
Providence Department of Planning and Development
400 Westminster Street
Providence, Rhode Island 02903

Re: Redevelopment Planning Assistance
Allens Avenue Properties – Extension to City Line

Dear Mr. Deller:

This letter address your request to extend the redevelopment plan study area along Allens Avenue to include the properties East of Allens Avenue between Terminal Road, Ernest Street, and the City Line. We are prepared to include all industrial and commercial properties in the area, including Shipyard St., Harborside Blvd, Fields Point Drive, New York Ave., and vicinity. This will extend our study area which currently includes the properties generally along Allens Avenue east of I-95 between the I-195 eastbound ramp to the north and Ernest Street to the south.

As per our present agreement, Maguire will prepare a Redevelopment Plan for the expanded study area in accordance with Rhode Island General Laws Title 45 *Towns and Cities*, Chapter 32 *Redevelopment Projects*.

In order to prepare the plan, Maguire will undertake the following tasks:

Task 1 - Existing Conditions

Maguire will develop a description of existing conditions along Allens Avenue in the defined study area. First, an overall description of the study area will be provided, including infrastructure, land use and connectivity with adjacent neighborhoods. Research will include property boundaries from assessor's plans, property ownership based on City tax records, physical conditions, zoning, access, contamination records, environmental constraints and other elements. This evaluation will be prepared by inspection of the redevelopment area by and collecting data from various City and State departments as needed.

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- unsuitable soil conditions
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- deterioration of uses that have resulted in the decline of the area or are “detrimental to the public health, safety, morals, and welfare” of the neighborhood and could lead to a slum condition.

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Maguire will identify requirements to proceed with implementing the redevelopment plan in accordance with Chapter 45-32 in consultation with the Planning Department using available plans and studies. Planning and zoning requirements, infrastructure needs, land acquisition, relocation, estimated costs and financing, and identification of required covenants and restrictions will be evaluated.

Task 5 - Drafting Redevelopment Plan

Information collected for Tasks 1 through 4 will be compiled into a preliminary working draft redevelopment plan for the area. This working draft will be submitted to the Department for review and comment by Department staff. Comments will be addressed and changes will be made to the working draft to prepare it for public release as an official draft redevelopment plan.

Task 6 - Meetings and Coordination

Maguire will meet with staff of the Department of Planning and Development weekly during the preparation of the draft Redevelopment Plan to review project status.

FEE AND SCHEDULE

Maguire is ready to proceed with the work in the expanded study area immediately on receipt of notice to proceed and agrees to complete the services indicated herein within 60 days of commencement. Maguire proposes to complete the services described herein in accordance with the attached standard terms and conditions, including expenses, for an additional lump sum fee of \$7,500. This \$7,500 would be added to the \$13,500 already authorized for the Allens Avenue Redevelopment Area.

Redevelopment Plan Proposal
Mr. Thomas Deller, AICP
Page 3 of 3



If this proposal is acceptable to you and to the City please indicate same by signing below and returning one copy to this office. Receipt of your signed copy will be considered notice to proceed. Should you have any questions on this proposal please do not hesitate to contact me. As always, it is our pleasure to be of assistance to you and to the City of Providence.

Very truly yours,

MAGUIRE GROUP, INC.

David R. Westcott, AICP
Principal Planner

DRW/is

CC: K. Moravec

.....
Proposal Accepted for Providence Redevelopment Agency

Approved by: _____ Date: _____

Title: _____ PO No.: _____

Address: _____

Town, State, Zip: _____

Telephone No.: _____
