

## **SPECIAL MEETING – CITY COUNCIL**

**-FEBRUARY 5, 2018-**

The Special meeting of the City Council scheduled for Monday, February 5, 2018 was cancelled due to the fact that the sponsor of proposed Ordinance 1-18-01 withdrew this Ordinance.



## CALL OF SPECIAL MEETING OF THE CITY COUNCIL

In Accordance with Section 3.07 and 14.17 of the Home Rule Charter and Section 2.04.060 of the City Code, I hereby call a special meeting of the City Council to be held on:

**Monday, February 5, 2018 at 7:30 p.m.**  
**Council Chamber**  
**869 Park Avenue**  
**Cranston, R.I. 02910**

For consideration and passage of 1-18-01 Ordinance amending the 2018 Capital Budget to include renovations at Hope Highlands Middle School Softball Field. Sponsored by Councilman Colford. [\[click to view\]](#) and

New Business: Resolution Ratifying the Agreement with the School Department for the Hope Highlands Middle School Softball Field Renovations. Sponsored by Vice President Favicchio [\[click to view\]](#)

I hereby request the City Clerk to notify all Council members of the Call of the special meeting.

Executed at Cranston, Rhode Island, this 30<sup>th</sup> day of January 2018

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**Michael J Farina, Council President**

## CERTIFICATION

I hereby certify that a true copy of the attached Notice of a Special meeting of the City Council to be held on, Monday, February 5, 201 @ 7:30 p.m. in the Cranston City Hall, Council Chambers, 869 Park Ave., Cranston, R.I. was delivered via electronic mail on the 30<sup>th</sup> day of January 2018 to the addresses listed below.

Council President Michael J Farina  
[dukefarina@cs.com](mailto:dukefarina@cs.com)

Council Vice-President Michael W. Favicchio  
[mike@favilaw.com](mailto:mike@favilaw.com)

Councilman John E. Lanni, Jr.  
[John.lanni@yahoo.com](mailto:John.lanni@yahoo.com)

Councilman Kenneth J. Hopkins  
[Khopkins7878@gmail.com](mailto:Khopkins7878@gmail.com)

Councilman Steven A. Stycos  
[sstycos26@gmail.com](mailto:sstycos26@gmail.com)

Councilman Paul J. McAuley  
[PJMCAULEY@yahoo.com](mailto:PJMCAULEY@yahoo.com)

Councilman Paul Archetto  
[Parchetto@ccri.edu](mailto:Parchetto@ccri.edu)

Councilman Trent M. Colford, Sr.  
[tcolford@teamhamra.com](mailto:tcolford@teamhamra.com)

Councilman Christopher Paplauskas  
[chrissaplauskas@gmail.com](mailto:chrissaplauskas@gmail.com)

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Maria Medeiros Wall, City Clerk

1-18-01

CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
AMENDING THE FY 2018 CAPITAL BUDGET TO INCLUDE RENOVATIONS AT
HOPE HIGHLANDS MIDDLE SCHOOL SOFTBALL FIELD

No.

Passed:

Michael J Farina, Council President

Approved:

Allan W. Fung, Mayor

It is hereby ordained by the City Council of the City of Cranston as follows:

SECTION 1: Under Sections 6.12 and 6.17 of the City Charter, the City of Cranston seeks to amend its Fiscal Year 2017-2018 Capital Budget so these funds may be expended for Renovations to the Hope Highlands Middle School Softball Field within the present fiscal year.

SECTION 2: This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

City Solicitor Date

City Solicitor Date

Sponsored by: Councilman Colford

Referred to Finance Committee February 5, 2018

MEMORANDUM OF AGREEMENT

This Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Cranston, Rhode Island, and the Cranston School Committee/Cranston School Department (hereinafter referred to as "the Parties").

**WHEREAS**, the Parties are contracting with The Lawn Beauticians, Inc. for the project known as "Renovations at Hope Highland Middle School Softball Field"; see Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Parties have reached an agreement with regard to the payment for services rendered by The Lawn Beauticians, Inc.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and which terms are incorporated herein by reference, and for other good and valuable consideration, the value of which is conclusively deemed by the parties sufficient to support this Agreement, the parties agree as follows:

1. That invoices for services rendered with regard to the above-stated project shall be paid by the Cranston School Department upon receipt thereof;
2. That the City of Cranston shall reimburse the Cranston School Department for one-half (1/2) of any invoice paid by the Cranston School Department for the above project;
3. That the City of Cranston shall make said payment to the Cranston School Department immediately upon receipt of documentation showing the payment from the Cranston School Department to The Lawn Beauticians, Inc.;
4. That the City of Cranston shall be responsible for the maintenance of the field;
5. This Agreement is the entire agreement of the Parties and is not subject to any terms, conditions, statements or representations not expressly set forth herein;
6. Each of the Parties has read carefully and understands all of the terms of this Agreement and has either consulted or has been provided with an opportunity to consult their own attorney prior to its execution; and
7. This Agreement is subject to ratification by the Cranston City Council and by the Cranston School Committee.

IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**CITY OF CRANSTON**

By: \_\_\_\_\_  
Allan W. Fung, Mayor

**CRANSTON SCHOOL COMMITTEE**

By: \_\_\_\_\_  
Janice Ruggieri, Chairperson

**CRANSTON SCHOOL DEPARTMENT**

By: \_\_\_\_\_  
Jeannine Nota-Masse, Superintendent

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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
**Ratifying the Memorandum of Agreement with the School Department**  
**for one-half Reimbursement of the Hope Highlands Middle School**  
**Softball Field Renovations**

No.

*Passed:*

Michael J Farina, Council President

*Whereas*, the City of Cranston and School Department have entered into an agreement with The Lawn Beauticians, Inc. for renovations at the Hope Highland Middle School Softball Field [Exhibit B] and

*Whereas*, the City has agreed to reimburse the School Department for one-half of the cost of the project, as set forth in the attached Memorandum of Agreement [Exhibit A]

*Now therefore, be it resolved*, that the attached Memorandum of Agreement is hereby ratified by the Cranston City Council.

[\[click to view\]](#)

Sponsored by Council Vice President Favicchio

## EXHIBIT A

**MEMORANDUM OF AGREEMENT**

This Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Cranston, Rhode Island, and the Cranston School Committee/Cranston School Department (hereinafter referred to as "the Parties").

**WHEREAS**, the Parties are contracting with The Lawn Beauticians, Inc. for the project known as "Renovations at Hope Highland Middle School Softball Field"; see Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Parties have reached an agreement with regard to the payment for services rendered by The Lawn Beauticians, Inc.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and which terms are incorporated herein by reference, and for other good and valuable consideration, the value of which is conclusively deemed by the parties sufficient to support this Agreement, the parties agree as follows:

1. That invoices for services rendered with regard to the above-stated project shall be paid by the Cranston School Department upon receipt thereof;
2. That the City of Cranston shall reimburse the Cranston School Department for one-half (1/2) of any invoice paid by the Cranston School Department for the above project;
3. That the City of Cranston shall make said payment to the Cranston School Department immediately upon receipt of documentation showing the payment from the Cranston School Department to The Lawn Beauticians, Inc.;
4. That the City of Cranston shall be responsible for the maintenance of the field;
5. This Agreement is the entire agreement of the Parties and is not subject to any terms, conditions, statements or representations not expressly set forth herein;
6. Each of the Parties has read carefully and understands all of the terms of this Agreement and has either consulted or has been provided with an opportunity to consult their own attorney prior to its execution; and
7. This Agreement is subject to ratification by the Cranston City Council and by the Cranston School Committee.



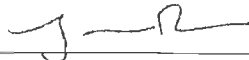
IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_\_\_ day of

\_\_\_\_\_, 201\_\_.

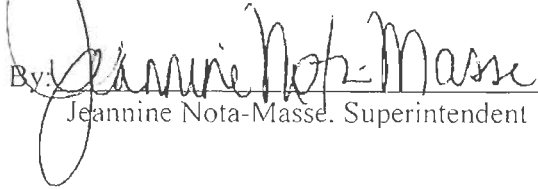
**CITY OF CRANSTON**

By: \_\_\_\_\_  
Allan W. Fung, Mayor

**CRANSTON SCHOOL COMMITTEE**

By:  \_\_\_\_\_  
Janice Ruggieri, Chairperson

**CRANSTON SCHOOL DEPARTMENT**

By:  \_\_\_\_\_  
Jeannine Nota-Masse, Superintendent

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EXHIBIT B

**CITY OF CRANSTON  
CITY HALL  
CRANSTON, RHODE ISLAND**

Form of Agreement between City of Cranston and Contractor

**AGREEMENT**

made as of the 7th day of December in the year of Two Thousand and Seventeen.

BETWEEN the City and School Department:

**City of Cranston and Cranston Public School Department**

and the Contractor: **The Lawn Beauticians, Inc.**

the Project: **Renovations at Hope Highland Middle School Softball Field**

The City, School Department and the Contractor agree as set forth below.

### ARTICLE 1

The terms and/or provisions found in the original bid package submitted to the City of Cranston and each and every reference to the aforementioned bid shall be deemed and construed to be incorporate into this Agreement.

### ARTICLE 2

**The Lawn Beauticians, Inc.** agrees to and will defend, indemnify and hold harmless the City and School Dept. from any claim, liability or expense (including the reasonable attorneys' fees) incurred by City or School Dept. in connection with a third party's claim as a result of or arising out of any action taken by **The Lawn Beauticians, Inc.** This indemnity will be without regard to the causes thereof, including, without limitation, the negligence of **The Lawn Beauticians, Inc.**, whether such negligence be sole, joint or concurrent, or active or passive, or the strict liability.

### ARTICLE 3

The time of default of any one or provisions of this Contract shall be the time at which the non-defaulting party has actual notice of said default; provided, however, there shall be no time limitation after the default by which the non-defaulting party may receive actual notice of the default. Upon receipt of actual notice of a default of any one or more provisions of this Contract, the non-defaulting party (1) shall provide written notice to the defaulting party defining the default in reference to the specific section of this Contract and demanding that the defaulting party cure said default within thirty (30) business days from receipt of said notice; and may, at its election after sending such notice, (2) immediately suspend its obligations for further performance hereunder until such time that the default is cured.

In the event that the defaulting party willfully refuses or is unable to cure the default within the thirty (30) day cure period, the non-defaulting party may allow the defaulting party additional time within which to cure the default or may immediately pursue any and all remedies, legal or equitable, then available - without further notice to the defaulting party.

In the event that the default is cured within the thirty (30) day cure period or within any additional time period allowed by the non-breaching party, the non-defaulting party may nonetheless pursue any and all remedies, legal or equitable, then available - after notice to the defaulting party of its intent to pursue the same - to compensate for any damages sustained by the non-defaulting party during the period of default.

**ARTICLE 4**

Failure by the non-defaulting party to notify the defaulting party of the default within a reasonable time after receiving actual notice of the default shall be deemed to be a waiver of the non-defaulting party's right to pursue default remedies. Provided, however, the waiver by either party of any default or violation of any provisions of this Contract shall not be deemed to be a waiver or a continuing waiver of any subsequent default or violation of the same or of any other provision of this Contract.

**ARTICLE 5**

All notices which shall or may be given pursuant to this Contract shall be in writing and delivered personally or transmitted (1) through the United States mail, by registered or certified mail, postage prepaid; (2) by means of prepaid overnight delivery service; or (3) by facsimile or electronic mail transmission if a hardcopy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

CITY OF CRANSTON

Attn: Purchasing Agent  
City of Cranston City Hall  
869 Park Avenue  
Cranston, Rhode Island 02910

With a copy to:

City Solicitor  
City of Cranston City Hall  
869 Park Avenue  
Cranston, Rhode Island 02910  
& Cranston Public Schools  
845 Park Avenue  
Cranston, Rhode Island 02910

If to:

**The Lawn Beauticians, Inc.**  
400 Aqueduct Road  
Cranston, RI 02910

Notices shall be deemed given upon receipt in the case of personal delivery, two (2) business days after deposit in the mail, or the next day in the case of facsimile, electronic mail, or overnight delivery. Either party may from time to time designate any other address for this purpose by timely written notice to the other party delivered in the manner set forth above.

#### ARTICLE 6

This Contract shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Rhode Island without reference to its conflict of laws principles. If a party brings suit to this Contract, the parties agree that trial of such action shall be vested exclusively in the state courts of Rhode Island, County of Providence, or in the U.S. District Court for the District of Rhode Island.

#### ARTICLE 7

Should any dispute arising out of this Contract lead to litigation; the prevailing party shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys' fees.

#### ARTICLE 8

This Contract contains the entire agreement between the City and **The Lawn Beauticians, Inc.** with respect to the subject matter herein, and merges with and supersedes all prior agreements, representations, understandings, and discussions – oral and written - pertaining to said subject matter. Any changes, exceptions or different terms and conditions proposed by **The Lawn Beauticians, Inc.** after or by the City subsequent to the execution of this Contract shall be permitted, provided that the parties are in agreement. This Contract may be executed by **The Lawn Beauticians, Inc.** and the City in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Contract may be amended only by written agreement signed by both parties.

#### ARTICLE 9

If any one or more of the provisions of this Contract shall be held by court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Contract and shall not affect the validity, legality or constitutionality of any other provision of this Contract. Each party hereby declares that it would have entered into this Contract and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, unenforceable, or unconstitutional.

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ARTICLE 10

Each of the parties to this Contract represents and warrants that (1) it has the full right, power, legal capacity and authority to enter into and execute the Contract and to perform its obligations hereunder; and that (2) such obligations shall be binding upon such party without the requirement for the approval or consent from any other person or entity in connection herewith as a condition precedent to the legal effect of this Contract.

ARTICLE 11

In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Contract, such party shall not unreasonably delay, condition or withhold its approval or consent.

In witness whereof, and in order to bind themselves legally to terms and conditions of this Contract as of the Effective Date of the same, the duly authorized representatives of the parties have executed this Contract.

ARTICLE 12

The contract is for the lump sum bid price of \$297,460.00 for “**Renovations at Hope Highland Middle School Softball Field**” Any other work beyond this must be submitted as a change order for review by the City and School Department.

This Agreement entered into as of the day and year first written above.

CITY OF CRANSTON AND CRANSTON PUBLIC SCHOOLS

Allan W. Fung  
ALLAN W. FUNG, MAYOR

Jeanine Nota-Masse  
JEANINE NOTA-MASSE, SUPERINTENDENT

Robert F. Strom  
ROBERT F. STROM, FINANCE DIRECTOR

Christopher M. Rawson  
CHRISTOPHER M. RAWSON, CITY SOLICITOR  
(Approved as to form.)

Janice Ruggieri  
JANICE RUGGIERI, CHAIRPERSON, CRANSTON SCHOOL COMMITTEE

The Lawn Beauticians, Inc.

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Please sign name and title, principal only)

\_\_\_\_\_  
(Please print name and title)

*"The LBI Group"*  
**THE LAWN BEAUTICIANS, INC.**  
**NEW ENGLAND MULCHING SERVICES**  
**FOREST HILLS NURSERIES CORP.**  
**WINTER SOLUTIONS, INC.**

400 AQUEDUCT ROAD  
 CRANSTON, RI USA 02910-5107  
 (401)942.4828 / (401)464.6600 / (401)944.8282  
 FAX (401)944.4815  
 VISIT US @ THELAWNBEAUTICIANS.COM  
 VISIT US @ FORESTHILLSNURSERIES.COM

November 16, 2017

**Cranston Parks and Recreation Department**  
 Attn: Anthony Liberatore  
 1090 Cranston Street  
 Cranston R.I 02910  
 Office: (401)780-6169      Email: [aliberatore@CranstonRI.org](mailto:aliberatore@CranstonRI.org)

Re: **Hope Highlands Elementary School**  
 Cranston Rhode Island, 02921

Information and data utilized in the compilation of this proposal obtained during site visitation by David Muoio (The LBI Group)

<b>SCHEDULE OF VALUES</b>
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**The Lawn Beauticians is to Give Pricing for the Following:**

- Engineering and layout
- Reclaim Existing Soils
- Sub grade Existing Soils
- Import/fill to Sub grade
- Install 6" of screened loam
- Fine Grade and Rake Loam for Installation of Sod
- Install Irrigation System
- Install Perimeter Fence
- Install Backstop
- Install Fencing for 2 Dugouts
- Install Player Bench in Each Dugout
- Install 2 Cement Pads, 6" depth for bleachers (not to include bleachers)



Install Stone Dust in each Dugout  
Install Clay Infield Mix  
Install Sod Outfield Mix  
Install 2 Foul Poles

**TOTAL PROJECT COST** **\$297,460.00**

**Pricing Inclusive Of All Applicable Rhode Island Sales Tax**  
**Refer To Attached "General Notes" For Additional Information**  
**All Services Rendered Shall Be Completed Professionally And In**  
**Accordance With Local, State And Federal Regulations (As Applicable)**

Any questions or comments regarding the contents of this proposal should be directed to David Muoio @ (401)639-6348 or [dmuoiolbigroup@yahoo.com](mailto:dmuoiolbigroup@yahoo.com)

Respectfully Submitted By,

**DAVID MUOIO**

David Muoio  
Vice President  
Cell: (401)639-6348  
Email: [dmuoiolbigroup@yahoo.com](mailto:dmuoiolbigroup@yahoo.com)

- RHODE ISLAND CONTRACTOR'S REGISTRATION BOARD #3436
- MEMBER BETTER BUSINESS BUREAU (A+ RATING)
- MEMBER RHODE ISLAND INDEPENDENT CONTRACTORS & ASSOCIATES
- MEMBER RHODE ISLAND NURSERY & LANDSCAPE ASSOCIATION
- MEMBER AMERICAN NURSERY & LANDSCAPE ASSOCIATION
- MEMBER THE PROFESSIONAL ESTIMATORS GROUP
- MEMBER SNOW & ICE MANAGEMENT ASSOCIATION (SIMA)
- RHODE ISLAND COMMERCIAL APPLICATORS LICENSE #1228
- RHODE ISLAND LICENSED ARBORIST #181
- RHODE ISLAND CERTIFIED HORTICULTURALIST
- UTILIZING iSqFt® / STACK TAKEOFF CONSTRUCTION ESTIMATING SOFTWARE
- OSHA-10 CERTIFIED IN CONSTRUCTION SAFETY AND HEALTH
- FULL LIABILITY AND WORKER'S COMPENSATION INSURANCE
- REGISTERED MEMBER WITH THE DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY PROGRAM

**END OF PROPOSAL**  
**(2 Pages)**

Thank You For Your Consideration In "The LBI Group"

460 Natick Avenue Cranston, RI 02921



401-942-4400 fax: 401-946-8390

## LAWN BEAUTICIANS

Hope Highlands

Breakdown for Schedule of values

general conditions and mobilization	\$ 5,000.00
Engineering and layout	\$ 6,500.00
Reclaim existing soil	\$ 8,250.00
subgrade and roll existing soils	\$ 9,800.00
Import sand/ fill subgrade	\$ 23,760.00
install 6" screened loam	\$ 41,000.00
fine grade loam	\$ 11,900.00
install irrigation system	\$ 36,000.00
install fencing 900 lf	\$ 34,000.00
install backstop	\$ 9,500.00
instal fencing for dugouts	\$ 6,000.00
install player benches	\$ 4,400.00
install cement pads (2)	\$ 8,500.00
install stone dust at dugouts	\$ 4,300.00
install clay infield	\$ 24,000.00
install sod outfield	\$ 54,000.00
install foul poles and bases	\$ 7,550.00
cleanup	\$ 3,000.00
	\$ 297,460.00

CITY OF CRANSTON  
REQUEST TO WAIVE FORMAL BIDDING

(PLEASE FILL IN ALL INFORMATION)

revised 2-2017

DATE: 12/20/2017 AMOUNT: \$297,460.00

TO: MARK J. MARCHESI, PURCHASING AGENT

FROM: TONY LIBERTORIS DEPARTMENT: PARKS + RECREATION

RE: PO NUMBER \_\_\_\_\_ VENDOR: LAW BEAUTICIAN'S

Source of funds: Account # School Dept / Capital Budget Fiscal Year: 17-18

BID WAIVER ITEM: Softball Field behind Hope Highlands Middle School

BID WAIVER JUSTIFICATION: Explain why bid process is not practical for your purposes. (Use additional sheet if needed.)

Hope Highlands Middle School has no softball facility behind the school and has to be transported to Sherman Ave field for all practices & games. This is very costly for School Dept.

IS THIS A SOLE SOURCE SUPPLIER? YES  NO  (If yes explain)

WERE INFORMAL BIDS SOLICITED? YES  NO  (If yes, List bidders and bid price)

- 1. LAW BEAUTICIAN'S \$297,460.00
- 2. PERFORMANCE IMPROVEMENT \$307,500.00
- 3. W. ICC DEVELOPMENT \$359,285.00  
MOCHES LANDSCAPE CONSTRUCTION \$24,135.00

**FOR EMERGENCY OR PUBLIC SAFETY ISSUE  
FILL IN INFORMATION ON REVERSE SIDE**

[Signature]  
Authorized Signature Requesting Waiver

(To be filled in by Board of Contract and Purchase)  
UNDER AUTHORITY OF SECTION 7:09 OF THE CITY CHARTER THE PURCHASING AGENT IS  
HEREBY AUTHORIZED TO PURCHASE THE ITEMS LISTED ON PO# \_\_\_\_\_ WITHOUT  
COMPETITIVE BIDDING.

[Signature]  
Council President Appointee, Robert A. Di Stefano, Jr.

Majority Appointee, \_\_\_\_\_

[Signature]  
Majority Appointee, Manuel Miguel

Minority Appointee, \_\_\_\_\_

[Signature]  
Public Works Director, Kenneth Mason

[Signature]  
Minority Appointee, Stephen W. Ciambrone

[Signature]  
Finance Director, Robert F. Strom

FOR PURCHASING OFFICE USE ONLY

12/5/17 (30)

BID WAIVER BOOK \_\_\_\_\_