

## AGREEMENT

This AGREEMENT made and entered into this <sup>25<sup>th</sup></sup> day of October 2019 by and between the City of Central Falls, 580 Broad Street, Central Falls, RI 02863, hereinafter called the CITY and D'Ambra Construction Company, 80 Centre of New England Blvd, Coventry, RI 02816, hereinafter called the CONTRACTOR for the Following Project:

Bid No. 2019-0006  
Green and Complete Streets  
Central Falls, RI

WHEREAS, the City of Central Falls released bid number 2019-0006 regarding "Green and Complete Streets" on October 3, 2019 and thereafter opened five bids on October 17, 2019; and

WHEREAS, the City of Central Falls Purchasing Board met on October 22, 2019 and awarded the bid to D'Ambra Construction Company.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the CITY and the CONTRACTOR agree as follows:

### ARTICLE I: RETENTION OF THE CONTRACTOR

The CITY hereby retains the CONTRACTOR and the CONTRACTOR agrees to perform the professional services hereinafter set forth in the SCOPE OF SERVICES.

### ARTICLE II: CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of all of the documents that were included in the "Green and Complete Streets" bid number 2019-0006 released on October 3, 2019:

Green and Complete Streets- Invitation to Bid  
Green and Complete Streets- Contract Book  
Green and Complete Streets- Drawings

The CONTRACT DOCUMENTS also consist of the CONTRACTOR'S bid response, dated October 17, 2019 as well as any modifications issued and agreed to by both parties after execution of this AGREEMENT.

### ARTICLE III: SCOPE OF SERVICES

A. The CONTRACTOR shall provide to the CITY road reconstruction for Green and Complete Streets, a municipal road reconstruction project in Central Falls, as more specifically enumerated in the CONTRACT DOCUMENTS (except work that is specifically indicated in the Contract Documents to be the responsibility of others), the terms and conditions of which are fully incorporated by reference herein.

B. In the event of a conflict between the CONTRACT DOCUMENTS and any of the provisions of this agreement, the terms of the CONTRACT DOCUMENTS shall govern.

ARTICLE IV: TIME OF PERFORMANCE

The CONTRACTOR shall complete all work within the time period as required by the CITY.

ARTICLE V: COMPENSATION

CONTRACTOR shall perform all of the work described herein for a price as submitted by the CONTRACTOR in the Bid Response and as approved by the Purchasing Board, subject to additions and subtractions as provided in the Contract Documents and/or by written agreement of the parties.

Invoices and documentation sufficient for external auditing purposes will be submitted by CONTRACTOR monthly. CITY will pay CONTRACTOR within 30 days of receipt of approved invoice with appropriate supporting documentation. Final payment shall be made only after CONTRACTOR has fully performed the Contract.

ARTICLE VI: ABANDONMENT OR REDUCTION IN THE SCOPE OF SERVICES

If the CITY, at any time during the performance of this AGREEMENT, shall deem it expedient or it shall become necessary for the CITY to abandon or defer or reduce the scope of services under this AGREEMENT or any part thereof before completion of service to be rendered hereunder, the CONTRACTOR shall be entitled in full settlements of all claims hereunder, to compensation on a percentage of completion basis, for any uncompensated work performed in a satisfactory manner prior to such time.

Should however, the CITY elect to continue with the work in the future, the provisions of this AGREEMENT shall remain in effect, subject to adjustments to the SCOPE OF SERVICES and compensation as appropriate.

ARTICLE VII: TERMINATION FOR CONVENIENCE

The CITY may terminate this agreement for convenience and without cause by giving written notice to CONTRACTOR which shall take effect upon receipt by CONTRACTOR of such notice. In the event that the CITY terminates this AGREEMENT for convenience, the CONTRACTOR shall be entitled to compensation for the work completed and/or services rendered in a satisfactory manner as of the effective date of said termination.

ARTICLE VIII: GOVERNING LAW

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Rhode Island.

ARTICLE IX: NOTICE

All notices required to be given hereunder shall be in writing and delivered personally, sent via email, or sent by registered mail, postage pre-paid, to the party at the following addresses:

A. If to the CONTRACTOR, to: D'Ambra Construction Company, 80 Centre of New England Blvd, Coventry, RI 02816

B. If to the CITY, to: City of Central Falls, Law Department, 580 Broad Street, Central Falls, Rhode Island 02863.

ARTICLE X: INDEMNIFICATION/HOLD HARMLESS

CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, causes of action, liabilities, damages, and reasonable attorney's fees in defense thereof which in any way results from the negligence of CONTRACTOR in the performance of the work described in this AGREEMENT. In addition, CONTRACTOR shall be fully responsible for the acts and omissions of any subcontractors hired by CONTRACTOR to perform the work described in this AGREEMENT and CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS city for any acts and/or omissions of any subcontractors which result in any claims, liabilities, lawsuits, causes of action, damages, which indemnification shall include reasonable attorney's fees.

ARTICLE XI: ADDITIONAL PROVISIONS

A. Equal Employment Opportunity – During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

1. CONTRACTOR shall comply with Title 6 of the Civil Rights Act of 1954 and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause. Further, CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259).
2. CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of CONTRACTOR, cite that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor.
4. CONTRACTOR shall also comply with all Labor Standards as required by Rhode Island law and/or as outlined in the CONTRACT DOCUMENTS and incorporated by reference herein.

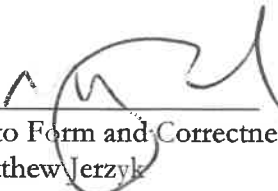
B. CONTRACTOR shall, at all times, commencing with the date upon which performance by it hereunder begins, carry workmen's compensation insurance and public liability insurance, covering the work to be performed hereunder, and covering and fully protecting CITY, and CONTRACTOR shall furnish to CITY, upon request, certificates showing that insurance is in force and fully paid for.

C. All relevant permits and fees necessary to execute the terms of this agreement shall be the responsibility of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year of the last dated signature below.

**CITY OF CENTRAL FALLS**

By:   
James Diossa  
Mayor

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Barbara Addison  
Finance Director

Date: 10/25/2019

**D'AMBRA CONSTRUCTION COMPANY**

  
Name: MICHAEL D'AMARA  
Title: PRESIDENT

Date: 11-4-2019