

## AGREEMENT

This AGREEMENT made and entered into this 30 day of September 2019 by and between the City of Central Falls, 580 Broad Street, Central Falls, RI 02863, hereinafter called the CITY and Cardi Corporation, 400 Lincoln Avenue, Warwick, RI 02888, hereinafter called the CONTRACTOR for the Following Project:

Bid No. 2019-0004  
Central Falls Landing  
1420 Broad Street  
Central Falls, RI

WITNESS, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

### ARTICLE I: EMPLOYMENT OF THE CONTRACTOR

The CITY hereby employs 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:

The Central Falls Landing - Contract Book, entitled "Request for Bids for Construction of Central Falls Landing", including all appendices, Issue Date: Monday, June 24, 2019, Bid Number: 2019-0004;

The Central Falls Landing - Drawings, entitled "Central Falls Landing, 1420 Broad Street, City of Central Falls, County of Providence, Bid Number: 2019-0004";

The Central Falls Landing -- Addendum No. 1, issued July 9, 2019;

CONTRACTOR's Proposal for the items included in the Base Bid, dated July 19, 2019; and

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 site remediation and construction, 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 seventy-seven (77) calendar days of contract signature (weather conditions permitting).

ARTICLE V: COMPENSATION

CONTRACTOR shall perform all of the work described herein for a total price of \$842,893.70 (eight hundred thousand, eight hundred ninety-three and 70/100 dollars), subject to additions and subtractions as provided in the Contract Documents and/or by written agreement of the parties.

Compensation for the Add Alternate items described in the Contract Documents shall be in addition to the above described price and shall be negotiated between CITY and CONTRACTOR and agreed to in writing.

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: Cardi Corporation, 400 Lincoln Avenue, Warwick, RI 02888

- 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. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR part 5). Under Section 103 of this Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under Construction, Safety and Health Standards promulgated by the Secretary of Labor.
- B. CONTRACTOR shall not (1) knowingly enter into any subcontract under this AGREEMENT with a subcontractor of a foreign country (Japan) included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative or (2) supply any product under this agreement to a country (Japan) included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- C. 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 comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
5. CONTRACTOR shall comply with Executive Order 11375, and supplemented by DOL regulations (41 CFR Part 60).
6. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S. C. 276a to a-7) and as supplemented by DOL regulations (24 CFR Part 5). Under this Act the CONTRACTOR shall be required to pay wages to laborers and mechanics at a rate no less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The CITY shall place a copy of the current prevailing wage determination issued by DOL in each solicitation and the award of the AGREEMENT shall be conditioned upon the acceptance of the wage determination.
7. To the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of the area and subcontracts will be awarded to small businesses located within the project area or owned in substantial part by project area residents in accordance with Section 3 of the Housing and Development Act of 1968.
8. CONTRACTOR shall also comply with all Labor Standards as outlined in the CONTRACT DOCUMENTS and incorporated by reference herein.

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: 10/1/19

CARDI CORPORATION

  
Stephen A. Cardi II  
Vice President

Date: 10/1/19