

**AGREEMENT
MUNICIPAL DEMOLITION PROJECT
CITY OF CENTRAL FALLS, R.I.**

Contract No. _____

Project No. _____

Agreement made, effective as of 11/6/17; and expiring sixty (60) days from the date of signing, by and between the City of Central Falls, a municipal corporation duly organized and existing under the laws of the State of Rhode Island, with an address of 580 Broad Street, Central Falls, R.I. 02863, referred to in this agreement as "City", and ABM Enterprises, a Rhode Island Domestic Limited Liability Company, with an address of 38 East Street, West Warwick, R.I. 02893 referred to in this agreement as "Contractor".

- A. At 606 Dexter Street, Central Falls, Rhode Island 02863, Assessor's Plat 8, Lot No. 70, there contains a two-story structure, which is currently vacant and abandoned as well as a one-story, three-car garage.
- B. The City desires to have the above-described buildings demolished and completely removed from the property.
- C. Contractor is qualified, able and willing to perform and complete the demolition work desired by City within thirty (21) days from the date of signing of this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

**SECTION ONE
SERVICES PROVIDED**

Contractor shall perform all of the following services for the compensation specified in Section Nine of this agreement and in accordance with all of the terms and conditions enumerated in the bid proposal submitted by Contractor on file with the City which is incorporated by reference into this agreement which shall include:

- A. the testing for hazardous materials in, on and around the structures to be demolished. Said test results shall be submitted to the City's Building Inspector prior to demolition;
- B. the provision for rodent and pest extermination to be performed by a licensed exterminator with adequate time for extermination prior to demolition. Appropriate proof of pest extermination shall be provided to the City's Building Inspection Department prior to demolition;
- C. the demolition and removal of a two-story wood structure, and a one-story concrete and wood three-car garage;
- D. the removal and disposal of all building foundations, concrete slabs, footings, walkways and driveways located at 606 Dexter Street, Central Falls, Rhode Island;
- E. the removal and disposal of all materials resulting from the demolition;
- F. the removal from the site of any and all hazardous material including asbestos. Appropriate certification of disposal will be provided to the City's Building Inspection Department by the Abatement Contractor;

- G. the filling of all excavations with bank run gravel and the grading of the site to match the elevation of the adjacent properties and roadways. The Contractor must get an approval from the Building Inspector prior to filling the hole;
- H. notification to adjoining property owners five (5) days prior to the start of demolition.
- I. in the event of a conflict between any term in this agreement and any enumerated in the bid proposal, the term or provision in the bid proposal shall govern;
- J. Contractor is responsible for notifying all utility companies.

SECTION TWO LABOR AND EQUIPMENT

Contractor will provide all labor and materials and furnish and erect, at its own expense, whatever equipment or works may be necessary for the expeditious and proper execution of its duties under and pursuant to this agreement.

SECTION THREE OBTAINING PERMITS

Contractor will secure, at its own expense, all permits, licenses, franchises, and consents required by law or necessary to perform the work under this agreement and will give all notices and pay all fees and otherwise comply with all applicable City, State and Federal Laws, Ordinances, rules and regulations pertaining to such work.

SECTION FOUR TERMINATION FOR DEFAULT

Should Contractor at any time refuse or neglect to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of the conditions of this agreement, City may, at its election, terminate the employment of Contractor, giving notice to same in writing of such termination, and immediately enter on the premises and take possession, for the purpose of completing the work included under this agreement, of all materials, tools, and appliances belonging to Contractor, and to employ any other person or persons to finish the work and to provide the materials for such work at the expense of the Contractor.

SECTION FIVE TERMINATION WITH CAUSE

City shall have the right to terminate this agreement with cause, including but limited to, the reasons set forth in Section Four hereof, by giving Contractor written notice of termination. Contractor shall not be entitled to any compensation for any services rendered in the event of termination for cause, and may be further subjected to reimbursement for any damages or delay sustained by the City.

**SECTION SIX
INDEMNIFICATION OF CITY**

Contractor will indemnify and hold harmless City against any and all suits or claims arising out of Contractor's performance of its duties under this agreement, regardless of who makes the claim or whether it is based on the alleged negligence of the Contractor. Contractor will defend all such actions at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in any such action.

**SECTION SEVEN
SURETY BONDS**

Prior to commencing work, Contractor will furnish to City any and all surety company Bonds necessary, both the form of the bond and the surety company to be satisfactory to City:

- A. A bond conditioned on performance by Contractor of all its duties under this agreement, guaranteeing immediate payment to City of all expenses incurred by or judgments entered against City arising out of any claims or suits as referred to in Section Five, and
- B. A certificate of insurance must be provided to the City's Building Inspection Department for sufficient coverage for any and all injuries arising out of Contractor's performance of its duties under this agreement.

**SECTION EIGHT
ASSIGNMENT OF RISK**

Contractor will bear any and all risk of damage to, or failure of, the work it has done under this agreement until such work has been completed and accepted by City.

**SECTION NINE
PAYMENT TO CONTRACTOR**

- A. For Contractor's satisfactory and timely performance of its duties under this agreement, City will pay Contractor \$35,800.00 plus the cost of the asbestos survey; the cost for the removal of any additional asbestos found in the interior portion of the structure located at 606 Dexter Street, Central Falls, RI; and the cost of any necessary police detail, upon completion of the work described herein, and satisfactory inspection by the City's Building Inspection Department of all work performed.
- B. In addition to the compensation specified in Paragraph A of this section, all materials resulting from the demolition of the above-described buildings are to become the property of Contractor.
- C. The City will furnish payment to the Contractor within ten (10) days from the completion of all services listed in Section One of this Agreement.

**SECTION TEN
NO WAIVER**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SECTION ELEVEN
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Rhode Island.

**SECTION TWELVE
ATTORNEY FEES**

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**SECTION THIRTEEN
CONFLICT OF INTEREST**

No elected or appointed State or municipal official (officer or member) shall, while serving as such, have any financial interest, direct or indirect, or engage in any business employment transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in Title 36, Chapter IV, of the General Laws of Rhode Island. No member of or Delegate to the Congress of the United States of America shall be admitted to any share or part thereof or to any benefit to arise herefrom.

**SECTION FOURTEEN
LABOR REGULATIONS**

The contract for work under this proposal will obligate the Contractor and Subcontractor not to discriminate in employment practices and conform to Executive Order No. 11246. The Contractor shall also comply with the Labor Standards Provision for minimum wages and payroll certification.

The Contractor shall comply with the Copeland "Anti-Kick Back" Act (418 USC § 874) as supplemented in DOL regulations (29 C.F.R. Part 3).

Prior to beginning work, Contract shall provide a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 USC §§ 327-330) as supplemented by DOL regulations (29 C.F.R. part 5).

SECTION FIFTEEN ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this agreement.

It is expressly understood and agreed that the instruction to bidders, the notice inviting bids and contractor's proposal shall be incorporated into and constitute a part of this agreement, and each and all of the provisions of said documents upon its part to be performed.

In the event that any of the provisions of this agreement shall conflict with any of the terms contained in the documents referred to herein, the terms of this agreement shall control.

SECTION SIXTEEN COMPLETION OF WORK

Contractor shall mobilize and begin demolition within fourteen (14) days of receiving a demolition permit. In the event that all of the work is not completed within the fourteen (14) days, then Contractor shall be deemed to be in default of this agreement and City may proceed in accordance with Section Four of this agreement.

SECTION SEVENTEEN TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence in this agreement.

SECTION EIGHTEEN NOTICE TO PROCEED

Contractor shall be given a First Notice to Proceed with testing for hazardous materials upon execution of this contract. Subsequent Notices to Proceed with the demolition will be issued upon the receipt by the City's Building Inspection Department of hazardous material test results

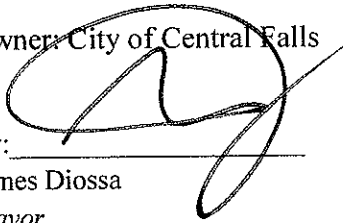
and consultation with the City Building Inspector and the Office of Planning and Economic Development.

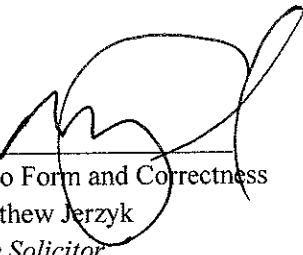
**SECTION NINETEEN
INSTRUCTION TO BIDDERS, NOTICE INVITING BIDS
AND CONTRACTOR'S PROPOSAL**

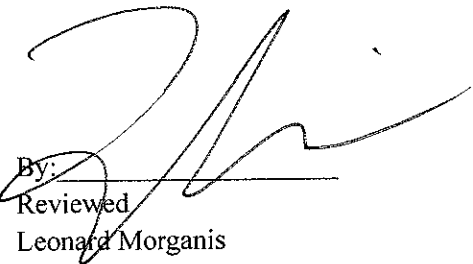
It is expressly understood and agreed that the instruction to bidders, that the notice inviting bids and contractor's proposal shall be incorporated into and constitute a part of this agreement, and each, and all of the provisions of said documents upon its part to be performed.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below:

Owner: City of Central Falls

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance
Officer

Date: 11/6/17

Contractor:


President

Date: 11/6/17

FED ID: 473690896

Duns: 042475680