

**AGREEMENT BY AND BETWEEN  
THE CITY OF CENTRAL FALLS AND  
ABM ENTERPRISES, INC. FOR A  
MUNICIPAL DEMOLITION PROJECT**

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

Agreement made, effective as of December 11, 2015; 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 "Owner", and ABM Enterprise, LLC, a Rhode Island Corporation, with an address of 4 Dixie Avenue, Warwick, RI 02889 referred to in this agreement as "Contractor".

- A. Owner owns a certain property containing a 2-story building (151 Summer Street) and a 3-story building (147-149 Summer Street) located at 147-151 Summer Street, Central Falls, Rhode Island 02863, Assessor's Plat 6, Lot No. 118.
- B. Owner desires to have the above-described 2-story building and site improvements demolished and completely removed from its property.
- C. Contractor is qualified, able and willing to perform and complete the demolition work desired by Owner within thirty (30) 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 Ten of this agreement and in accordance with all of the terms and conditions enumerated in the Request for Qualification and the October 2<sup>nd</sup> proposal submitted by Contractor on file with the Owner which are incorporated by reference into this agreement which shall include the following:

- A. Bilingual notification to adjoining property owners five (5) days prior to the start of demolition.
- B. Proper notification to all utility companies.
- C. Proper testing for hazardous materials in, on and around the structure to be demolished by the Contractor and said test results to be immediately submitted to the Owner prior to demolition.
- D. Rodent and pest extermination to be performed by a licensed Exterminator with adequate time for extermination prior to demolition with appropriate proof of pest inspection and any necessary extermination provided to the Owner prior to demolition.
- E. Proper removal from the site of any and all hazardous material including asbestos. Appropriate certification of disposal will be provided to the City's Code Enforcement Department by the Contractor.
- F. The demolition and removal of a 2-story (wood) structure.
- G. The removal and disposal of all building foundations, concrete slabs, footings, retaining walls, walkways and driveways located on the described properties.

- H. The removal and disposal of all materials resulting from the demolition.
- I. The filling of all excavations with bank run gravel, compacted every twelve inches (12”), 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 Official prior to filling any holes.

**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, safe and proper execution of its duties under and pursuant to this agreement.

**SECTION THREE  
SUBCONTRACTORS**

Subcontractors may be hired at the discretion of the Contractor to complete the work. Preference is to be given to Central Falls-based businesses or those that hire Central Falls residents.

**SECTION FOUR  
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. The Contractor and Subcontractors shall be excluded from City fees for this project.

**SECTION FIVE  
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, Owner may, at its election, terminate the employment of Contractor, giving notice to same in writing of such termination, and 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 SIX  
TERMINATION WITHOUT CAUSE**

Owner shall have the right to terminate this agreement without cause by giving Contractor a five (5) day written notice thereof. Should this agreement be terminated without cause, Contractor will be entitled to compensation for all services rendered through and including the date when notice of said termination was given.

**SECTION SEVEN  
TERMINATION WITH CAUSE**

Owner 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 Owner.

**SECTION EIGHT  
INDEMNIFICATION OF OWNER**

Contractor will indemnify and hold harmless Owner 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 Owner in any such action.

**SECTION NINE  
SURETY BONDS**

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

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

**SECTION TEN  
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 Owner.

**SECTION ELEVEN  
PAYMENT TO CONTRACTOR**

- A. For Contractor's satisfactory and timely performance of its duties under this agreement, Owner will pay Contractor \$22,500.00 plus the agreed upon cost for the removal of any additional hazardous materials found located on the site, 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.

**SECTION TWELVE  
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 THIRTEEN  
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 FOURTEEN  
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 FIFTEEN  
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 therefrom.

**SECTION SIXTEEN  
LABOR REGULATIONS**

The Contractor shall also comply with Rhode Island General Law requirements for minimum wages and payroll certification in public works projects.

**SECTION SEVENTEEN  
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 EIGHTEEN COMPLETION OF WORK**

Contractor shall mobilize and begin demolition within ten (10) days of receiving a demolition permit. In the event that all of the work is not completed within the next ten (10) days, then Contractor shall be deemed to be in default of this agreement and Owner may proceed in accordance with Section Four of this agreement.

### **SECTION NINETEEN TIME OF THE ESSENCE**

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

### **SECTION TWENTY PRE-CONSTRUCTION MEETING AND SITE VISIT**

A Pre-Construction meeting shall be held between the Contractor and the Owner at a time before First Notice to Proceed at a time convenient for the Owner and Contractor. This meeting shall provide an overview of expectations and requirements from the Owner and State and Federal funding sources. Subsequently, the Owner may visit the site at any time for the purposes of confirming expectations or meeting requirements. The intent of these visits shall not be to unduly delay the work of the Contractor.

### **SECTION TWENTY ONE NOTICE TO PROCEED**

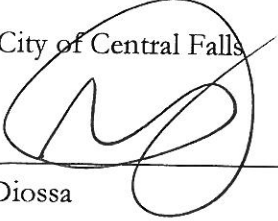
Contractor shall be given a First Notice to Proceed with testing for hazardous materials upon execution of this contract and receipt of all required documentation. Notice to Proceed with the Demolition will be issued in coordination with the Department of Code Enforcement once all of the requirements for a Demolition Permit have been met.


### **SECTION TWENTY TWO PATENTS AND COPYRIGHTS**


The City of Central Falls retains patent rights and copyrights on any project which involves research, developmental, experimental or demonstration work.

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

Owner: City of Central Falls

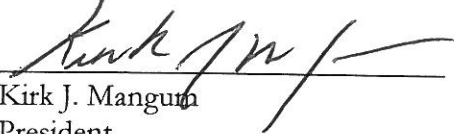
By:   
James Diossa  
Mayor

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Leonard Morganis  
Administrative and Finance Officer

Date: 12/11/15

Contractor: ABM Enterprise, LLC

  
Kirk J. Mangum  
President

Date: 12/11/15

FED ID 47-3690896

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