

CONTRACT

**The Statistical Reappraisal and Revaluation
Within the City of Central Falls, Rhode Island
Effective December 31, 2015**

This agreement made this _____, by and between the City of Central Falls, Rhode Island, hereinafter termed the CITY, and Northeast Revaluation Group, LLC with a principal place of business located at 615 Jefferson Blvd - Suite 203 Warwick, RI 02886 hereinafter termed the CONTRACTOR.

WHEREAS, the CITY, through its Assessor, plans to undertake a reappraisal and revaluation of all real property located within the corporate limits of the CITY: and,

WHEREAS, the CONTRACTOR is to assist the Assessor, as a Consultant, in making such reappraisal and revaluation and represents that it is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes,

NOW, THEREFORE, the CITY and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a complete reappraisal and revaluation of all taxable real property located within the corporate limits of the CITY, and to perform all the services and furnish all the records, software, hardware, materials, forms and supplies required by and in complete accordance with the Contract Specifications, a copy of which is attached hereto and made part hereof Appendix A, (also known as the bid specifications), all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Rhode Island State Statutes, pertinent ordinances and agreements of the CITY, and pertinent decisions of several courts. The CONTRACTOR'S response to the Contract Specifications, known as the "bid", which includes the CONTRACTOR'S price for the project, a copy of which is also attached hereto and made part hereof as Appendix B.

The CONTRACTOR agrees to take all necessary steps to ensure that the complete reappraisal and revaluation of all taxable real property, located within the corporate limits of the CITY meets or exceeds all requirements for certification as set forth in the Rhode Island State General Laws.

2. COMMENCEMENT AND COMPLETION DATES

The CONTRACTOR agrees to commence the work within one month of the signing of the contract, but no later than March 31, 2015.

The CONTRACTOR agrees to complete the work through the informal public hearings on or before April 15th, 2016

The CONTRACTOR agrees to adhere to the Time Schedule for the Revaluation project as set forth in the contract, and that Time is of the Essence for all terms and conditions herein.

3. COMPENSATION

As per Attachment "B", CONTRACTOR'S bid, Fifty Four Thousand, Eight Hundred dollars, **(\$54,800)**.

4. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign or sublet the contract, or any part therein, or any interest therein without first receiving prior written approval from the CITY and the bonding company, and further agrees that any such assignment or transfer without prior written approval by the CITY and bonding company shall not release the CONTRACTOR from any responsibility or liability as set forth in this contract and specifications.

Nothing contained in this Contract or Contract Specifications shall be deemed to create any contractual relationship between any subcontractor and the CITY.

5. INDEMNIFICATION AND CONDITIONS

The CONTRACTOR is an independent Contractor and, as such, is not and shall not be construed to be an agent or employee of the CITY of Central Falls. The CONTRACTOR further agrees to indemnify, hold harmless and defend the CITY at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.

Upon execution of this Contract and thereafter no less than thirty (30) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the CITY a certificate(s) of insurance to show compliance with the specifications.

Each policy of insurance shall be issued by financially responsible insurers, duly licensed to do business in the state of Rhode Island. The insurers shall be reasonably acceptable to the CITY and shall have an A. M. Best Company rating of "A/VII" or better.

Each policy of insurance shall include a waiver of subrogation in favor of the CITY and shall provide no less than thirty (30) days notice to the CITY in the event of a cancellation or change in conditions or amounts of coverage.

The CONTRACTOR will promptly notify the CITY of any claim or case formally brought against the CONTRACTOR.

6. MISREPRESENTATION OR DEFAULT

The CITY may void this agreement if the CONTRACTOR commits fraud, forgery or misrepresents in any way project completion, or has materially misrepresented any offering or defaults on any contract with a Rhode Island municipality.

7. CANCELLATION

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for the its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its right hereunder to terminate the Contract and to withhold any payments due.

If the CONTRACTOR fails to perform the Contract in accordance with its' terms, or if the CITY reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications, and or any adjustments to those dates made in the Contract, the CITY shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof to another Contractor. If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the Assessor's direction vacate in orderly fashion the office space provided by the CITY, leaving behind all records, properly filed and indexed, as well as other property of the CITY. Termination of the Contract by the CITY does not release the CITY from its obligation to pay the CONTRACTOR for all work completed up to the date of the notice to terminate, and that those sums would be paid in a timely fashion.


8. PAYMENT SCHEDULE

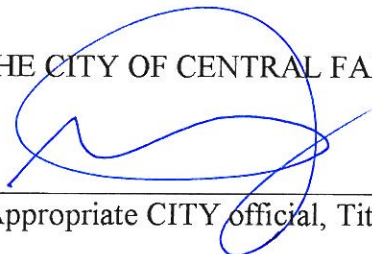
At the end of each 30 day period during the period covered by this contract, the CONTRACTOR will certify in writing in the form of a progress report to the Assessor, the percentage of total work completed under the contract. The CONTRACTOR and the CITY, may also use an equal monthly payment schedule, should they both agree, such schedule being subject to the satisfactory progress report being submitted by the CONTRACTOR. Additional compensation that may be due the CONTRACTOR as the result of services requested by the CITY that are beyond the scope of the contract will be invoiced in the month subsequent to the month in which the services were provided.

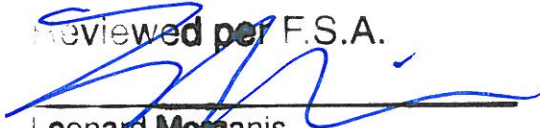

The CITY, upon determination by the Assessor that the CONTRACTOR'S work during said period is accurate, will pay the CONTRACTOR'S invoice for said period, less ten percent (10%), which is to be retained by the CITY for payment to the CONTRACTOR until such time that it has performed fully and satisfactorily all it's obligations and requirements under the contract. The retained ten percent (10%) of the contract price is to be paid upon the signing of the December 31 2015 assessment roll by the Assessor. Payment of billings is due within 30 days after the date of each billing. Failure of the CITY to make payment when due shall entitle the CONTRACTOR, in addition to it's other rights and remedies, to suspend, temporarily, further performance of the contract without liability.

WHITNESS WHEREOF, the parties hereto have affixed their names and seals the day and year mentioned above.

CONTRACTOR: NORTHEAST REVALUATION GROUP, LLC

 Date: 3-4-15
Richard L Nagle, President Duly Authorized

THE CITY OF CENTRAL FALLS
 Mayor Date: 3-11-15
(Appropriate CITY official, Title)

APPROVED AS TO FORM:
 reviewed per F.S.A.
Leonard Morganis
Administration & Finance Officer
 City Solicitor Date: 3-6-15
(Name, CITY Attorney, Title)