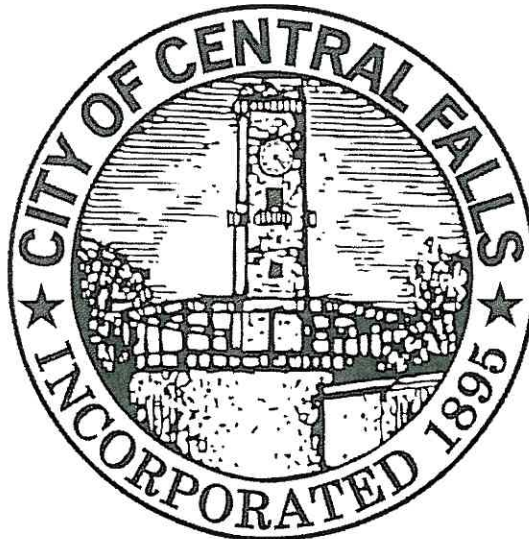


**CONTRACT AGREEMENT  
FOR:**

**ROOSEVELT AVENUE BRIDGE LIGHTING  
PROJECT**



**CENTRAL FALLS, RHODE ISLAND**

580 BROAD STREET  
CENTRAL FALLS, RHODE ISLAND

08/01/2014

**CONTRACT AGREEMENT  
ROOSEVELT AVENUE BRIDGE LIGHTING PROJECT**

**1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this 4<sup>th</sup> day of Aug 2014 between the City of Central Falls, a municipal corporation of the State of Rhode Island, with a business address of 580 Broad Street, Central Falls, Rhode Island (hereinafter the "City") and Rossi Electric Company, Inc., a company authorized to do business in the State of Rhode Island, with a business address of 65 Western Ave., Cranston, RI 02921 (hereinafter the "Contractor").

**2. SCOPE OF CONTRACTOR SERVICES**

This is a contract to provide the City with construction services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

- Exhibit 1 – Invitation to Bid entitled "Installation of Historic-style LED Lighting on the Roosevelt Avenue Bridge" and all addenda issued, and the bid response received by the City from the Contractor.

**3. COMPENSATION FOR SERVICES**

The City shall pay the Contractor in the following sums for work performed under this Agreement after the effective date as set out below:

**\$ 56,000 (total of base bid)**

Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

**4. RHODE ISLAND LAW AND FORUM**

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

**5. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

**If to the City:**

Stephen Larrick, Director  
Office of Planning and Economic Development  
580 Broad Street  
Central Falls, RI

Cc:  
Michael Wilcox, Project Engineer  
Planning and Redevelopment  
175 Main Street  
Pawtucket, RI 02860

**If to the Contractor:**

Vincent A. Rossi  
65 Western Ave.  
Cranston, RI 02921

**6. COMPLIANCE WITH LAWS**

A. Contractor shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

B. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City of Pawtucket (City) and any of the City's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the City, the City's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The City certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1988, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The City will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 125 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

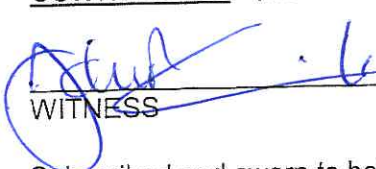
**7. TIMEFRAME TO COMPLETE**

The Contractor shall substantially complete this project as outlined in the plans and specifications, located in the City of Central Falls, Rhode Island no later than 4 months from the date of signing.

**8. WAIVERS**

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Contractor shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Contractor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Contractor's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONTRACTOR (Rossi Electric Company, Inc.)**

  
WITNESS


  
Vincent A. Rossi, President

Subscribed and sworn to before me in the \_\_\_\_\_  
on this 4<sup>th</sup> day of August, 2014.

  
NOTARY PUBLIC  
My Commission Expires: 3/2018

**CITY (City of Central Falls, Rhode Island)**

By:   
James Diossa  
Mayor and Director of Public  
Safety

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Leonard Morganis  
Administrative and Finance  
Officer

Subscribed and sworn to before me in the City of Central Falls  
on this 19 day of August, 2014.

  
NOTARY PUBLIC  
My Commission Expires: 7/1/18

**EXHIBIT 1:**

**Invitation to bid and all addenda issued.**

Client#: 635518

ROSSIELE

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC C/L 5700 Post Road P.O. Box 1158 East Greenwich, RI 02818		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 401 885-5700 FAX (A/C, No): 877 484-4772 E-MAIL ADDRESS:	
<b>INSURED</b> Rossi Electric Co., Inc. 65 Western Industrial Dr Cranston, RI 02921-402		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Charter Oak Fire Insurance Comp NAIC # 25615	
		INSURER B: Travelers Property Cas. Co. of 25674	
		INSURER C: Standard Fire Insurance Company 19070	
		INSURER D: Travelers Casualty Ins Co of Am 19046	
		INSURER E: INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2955R874	07/11/2014	07/11/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY			8104902R354	07/11/2014	07/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			4902R378	07/11/2014	07/11/2015	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2948R404	07/11/2014	07/11/2015	E.L. EACH ACCIDENT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: The Roosevelt Avenue Bridge Lighting Project.

This Certificate is issued in respects to above referenced.

**\*\* Workers Comp Information \*\***

Voluntary Compensation ; Other States Coverage  
(See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Central Falls  
 Office of The City Clerk  
 580 Broad Street  
 Central Falls, RI 02863

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*E. Arnold*

## DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation  
Terrorism Coverage

**\*\* Supplemental Name \*\***

First Supplemental Name applies to all policies - Rossi Electric Co Inc.