

**Attachment B**

**Request for Proposals**

**Construction Services for the Elevation of a Flood Prone Structure**

**INDEMNIFICATION AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the “Contractor”) and the City of Warwick (hereinafter the “City”).

WHEREAS, the Contractor has submitted a bid to elevate the structure (“Structure”) located at 11 Harris Avenue, Warwick 02889 (Plat 358 Lot 188), out of the flood zone and construct a full concrete foundation in accordance to the approved plans.

WHEREAS, the City applied to FEMA’s FY 2014 Flood Mitigation Assistance Grant Program, through the Rhode Island Emergency Management Agency (“RIEMA”), on behalf of Jeffrey Baris, the owner (“Owner”) of the Structure.

WHEREAS, the City was successful in its application and has received a grant from FEMA to elevate the Structure to a height that is 1’ above the current base flood elevation (see flood elevation certificate).

WHEREAS, the City provided Owner with a \$3,500.00 grant to secure the services of a structural engineer to develop construction documents and plans detailing the elevation of the Structure (see Aquidneck Consulting Engineering Services drawings).

WHEREAS, in accordance with FEMA regulations and guidelines, grant funds must pass from the Applicant, RIEMA is acting solely as a pass through for said grant.

WHEREAS, the Owner is the beneficiary of the FEMA grant award. However, the City is required to adhere to its Purchasing Regulations relating to the procurement of services as a recipient of pass through funds.

WHEREAS, the Contractor has been determined by the Owner, City, and through action of the Warwick City Council, to be lowest responsible bidder for the performance of the requested elevation and foundation work.

WHEREAS, the City deems it necessary, in order to assist Owner with the elevation of the Structure, that Contractor indemnify & hold harmless the City from any and all liability arising from the project.

NOW, THEREFORE, it is agreed as follows:

1. Contractor shall indemnify and hold harmless City from any and all claims that Contractor or Contractor's subcontractors may have or may assert against the Owner and/or his property, including any potential mechanics lien arising from Contractor's work as set forth in its Proposal dated \_\_\_\_\_, 2016.
2. In the event that FEMA or RIEMA determines costs incurred by Contractor are not eligible and does not pay any portion of said cost for any reason whatsoever, the Contractor shall seek payment from Owner.
3. Contractor acknowledges that the City is acting solely as a pass through and takes no responsibility for non-payment of costs incurred by the Contractor as a result of a determination of ineligible costs by FEMA or RIEMA and/or a lack of personal funds of the Owner.
4. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
5. Contractor shall indemnify and save harmless City from and against any and all actual liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which City may become subject by reason of or arising out of the Contractor's willful misfeasance, bad faith, or gross negligence in the conduct of its duties or breach of this Agreement.
6. All of the covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement and City's and Contractor's respective obligations hereunder or their respective right, title or interest hereunder, shall not be sold, transferred, assigned, pledged or delegated by City or Contractor without the express prior written consent of the other party hereto. This Agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be governed by, and enforced under, the laws of the State of Rhode Island. No waiver, express or implied, by either party or any breach of any covenant, agreement, or duty contained in this Agreement shall ever be held or construed to be a waiver of any other breach of the same or of any other covenant, agreement of duty.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement on the date first above written.

Contractor:

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Print Name:

Title:

Company Name:

City of Warwick:

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Ernest Zmyslinski, Finance Director