

TOWN OF CANTON CONNECTICUT

CONTRACTUAL AGREEMENT FOR WINTER PLOW AND SANDING
ROUTE SERVICES

THIS CONTRACT is made as of the 7 day of November 2016, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Canton Village Construction Company, Inc., of 106 Powder Mill Road, Canton, CT 06019 (hereinafter "Contractor").

WHEREAS, the Town has issued a Request for Proposals to provide winter plow and sanding route services, (hereinafter referred to as the "RFP"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated September 21, 2016 in response to the RFP (hereinafter referred to as "Proposal"), a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform all the services as specified in the RFP; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Contractor agrees to perform services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents").

2. Term — The term of the contract shall be five (5) years.

3. Payments: Contractor shall invoice the town on a periodic basis but under no circumstances later than 30 days from the time the work was performed. Such invoice shall include the date worked and the time of operation. The Town shall pay the Contractor within 30 days of the town's receipt of the invoice.

4. Right to Terminate — The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Contract is not in the Town's interest or lack of funding for such services. In the event of termination, the Town shall be liable to the Contractor for services performed to date and approved by the CAO in accordance with Paragraph 3, above.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.

6. No Misrepresentations or Omissions - No representation, warranty or statement of the Contractor in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

9. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

10. Connecticut Law and Courts - This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Defense and Indemnification - The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Contractor. The

Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Contractor shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.

13. Insurance - Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Contractor shall provide Worker Compensation insurance, as required by the State of Connecticut. The Contract shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.


14. Bond — During the term of this contract, the Contractor shall maintain a performance bond in the amount of \$39,000.

15. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.


16. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNES THEREOF, the parties have executed this contract this 7 day of November, 2016.

CANTON VILLAGE CONSTRUCTION
COMPANY, INC.


By its: TREASURER
DANIEL K. BAHRE

TOWN OF CANTON CONNECTICUT


Robert Skinner
Chief Administrative Office

PERFORMANCE BOND

Bond Number 02BCSHH2508

KNOW ALL MEN BY THESE PRESENTS:

That Canton Village Construction Co., Inc., as Principal, hereafter called Principal, and Hartford Fire Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Canton as Obligor, hereinafter called Owner, in the amount of **THIRTY NINE THOUSAND AND 00/100 Dollars (\$39,000.00)**, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated November 7, 2016 entered into a Contract with the Owner for:

"Winter Plowing and Sanding"

Term: November 11, 2016 - November 11, 2017

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three (3) years from the date on which final payment under this Contract is rendered.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this 11th day of November, 2016

(Seal of Principal)

Canton Village Construction Co., Inc.
(Principal)

In the Presence of:

[Signature]
(witness)

By:

[Signature]
DANIEL K. BAHRE, TREASURER

[Signature]
(witness)

(Seal of Surety)

Hartford Fire Insurance Company
(Surety)

[Signature]
(witness)

By:

[Signature]
T. Deffley, Attorney in Fact

[Signature]
(witness)

(Power of Attorney for person signing for surety company must be attached to the Bond)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 02-023285

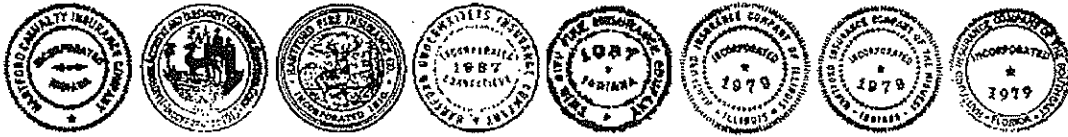
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

T. Deffley, W. Krystopa, Patrick D. Walsh
of
Hartford, CT

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **November 11, 2016**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

