

SCRAP METAL RECYCLING AGREEMENT

This Scrap Metal Recycling Agreement (the "Agreement") is entered into the 6th day of June 2023 by and between the Town of Canton, 'a political division of the State of Connecticut (the "Town") and Continental Scrap Metal, LLC, a Connecticut corporation located at 1275 Wolcott Road, Wolcott, CT 06716 (the "Contractor").

WHEREAS, the Town has a need and appropriately dispose of scrap metal from the Town of Canton Transfer Station as described in the technical specifications of the Request for Proposals (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Town on May 31, 2023, for the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

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 the Work in accordance with the Town's Invitation to Bid, The Contractor Response to the Invitation to Bid dated May 10, 2023, and the agreement, ("collectively referred to as the bid"). The Bid represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Bid includes as part of the document the Town's Invitation to Bid issued for this project. All documents are attached hereto and incorporated as part of this agreement.
2. Duties. Contractor shall perform the Work described in the Bid. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Scope of Services.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Term. The term of this Agreement shall commence on July 1, 2023, and be in effect until June 30, 2024. This term includes the original one year period with an additional two year extensions if mutually agreed to by both Town and Contractor.

6. Payment. The Contractor will pay the Town two hundred sixteen dollars (\$216.00) per gross ton (2240 lbs.) for the transportation and recycling of all scrap metal for the period July 1, 2023, through June 30, 2024. Payment will be made to the Town monthly and within thirty (30) days of actual transportation of scrap metal from the Transfer Station.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify and defend the Town and its officers, agents, volunteers and employees against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Hold Harmless. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town and its officers, agents, volunteers and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of the Contract, the Contractor, its agents and employees or any other person or entity for whom the Contractor may be directly or indirectly liable or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from the insurance coverage provided to the Town and its officers, agents, volunteers and employees by the Contractor's and the Contractor's subcontractor's, if any, insurers. . The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

10. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Town's Invitation for Bid
- (iii) The Contractor's Bid in Response to the Town's Invitation to Bid

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town, which consent shall not be unreasonably withheld.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated, and to resubmit the Agreement for further bid. In either event, the Contractor shall pay the Town, as liquidated damages, the amount of any

excess of the new Agreement Price over the Agreement Price herein provided for, both prorated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under RCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Services shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement 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 the Agreement to the jurisdiction of any Connecticut state or federal court.

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 WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF CANTON

By



Robert Skinner
Chief Administrative Officer

Continental Scrap Metal, LLC.

By



Name SHAWN McWEENEY

Title GENERAL MANAGER