



TOWN CANTON

REQUEST FOR PROPOSALS TO PROVIDE Hybrid Modular/Poured in place concrete Skate Plaza

RESPONSES DUE: September 18, 2015 12pm, EST
NON-MANDATORY PRE-BID MEETING: August 26, 2015

GENERAL INFORMATION

The Town of Canton, Connecticut, (hereafter referred to as "The Town" or "Town"), seeks an appropriate and qualified company to provide design services, concrete fixtures and installation of new skate park plaza and refurbishment of existing fixtures at the skate park located at Mills Pond Park 14 East Hill Road, Canton, CT, 06019. The selected respondent to this Request for Proposals (hereafter referred to as "RFP") shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

SCOPE OF SERVICES

Provide complete design and build services for a state of the art poured in place, movable elements or hybrid design Skate Park utilizing the existing town skate park site of 50' x 100'. Existing pad will need to be resurfaced. In addition, the adjacent sloping lawn area may also be developed if funding permits. The existing modular steel frame equipment, which has been in service since 2002, can be re-used in designs but would require refurbishment, repair and resurfacing as part of the response to maintain a service life of no less than five years. The anticipated budget for the entire project is \$90,000.

General Specifications:

- The town reserves the right to accept or reject any and all proposals, accept any portion or portions of any proposal, to accept any proposal deemed advantageous and to waive irregularity in the proposals.
- By providing a proposal, the vendor acknowledges and will adhere to all specifications as stated within this packet.
- Vendor is required to submit three (3) references of previous projects of similar or like nature.
- Proposals of any reputable manufacturer's regularly produced product or such item similarly and substantially equivalent will be considered.
- Evaluation of proposals takes into account the following considerations: project approach, vendors experience and quality, demonstrated knowledge of the park's skate areas and the community, ability to meet schedule and budget containment methodologies, cost of individual components of the project and total cost of project.
- Late submittals will be rejected without consideration.

- The town assumes no responsibility for costs related to the preparation of submittals.
- All proposals must be made on the required form(s). All blank spaces for proposal prices must be filled-in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted.
- Proposal prices shall be firm for 90 days from bid opening.
- A conditional proposal may be cause for rejection.
- Any questions about the meaning, the intent or the specifications must be inquired by the Vendor in writing. Any and all questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Proposal Tabulation Page.
- Proposal tabulation, references, acknowledgement of the general specifications, equipment list and other information requested in the RFP must be received by the town on September 18, 2015.

Scope of Work:

- The contractor will furnish all labor, design services, engineering, construction management, administration, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs.
- Vendor is responsible for removing and disposal of existing equipment and/or debris.
- Contractor is required to provide a projected design of poured in place skate park elements with proposal submittal. Design shall fit within the existing turf area adjacent to the modular skatepark and shall become an extension of this existing skating area. The design shall be expandable as budget and assets become available to the town
- Upon notice of award to the successful contractor, Contractor shall revise/finalize plan with staff and user input. Please plan on a minimum of one public meeting with users to gather input.
- The square footage of existing slab is approximately 5,000 square feet.
- The vendor is responsible for maintaining perimeter safety fencing around work area while project is under construction. A safe working area shall be maintained by the contractor.
- Vendor is responsible for removing and the legal disposal of all construction debris from site at the Contractor's cost.
- Precast concrete equipment proposals will not be accepted without a means of contending with the variable gaps caused by thermal expansion differentials with the existing Asphalt pad. Precast elements are acceptable for above ground elements which do not require a smooth rolling transition from surrounding ground to element. This would allow Precast Concrete elements like Fun Boxes and rails but not ramps.
- Poured in place concrete shall have a minimum comprehensive strength of not less than 4,000 psi.

Standard of Conduct

- Work shall be conducted between 7:00 a.m. and 7:00 p.m., Monday through Saturday. The town may direct specific times for certain work to be performed so as to not to interfere with the community events/services, which would include holidays.
- Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.
- Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.
- Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.
- Contractor is responsible for repairing any damage to facilities and the town will provide finish plantings and landscaping to blend new grades into the existing terrain.
- Equipment must be well maintained and in good condition.
- Contractor shall complete work within 9 months of contract execution unless an extension is granted by the Town in its sole discretion.

Warranty

- Include warranty and any contractor warranties with bid submittal.
- Provide maintenance and operations required for the proposed construction with submittal.
- Include expected life cycle of the proposed construction with submittal.

Communication

Contractor(s) are expected to be in daily contact (email and phone) and weekly meetings with the Director of Parks and Recreation. Additional meetings may be required between contractors selected regarding project related issues.

PAYMENT

Selected respondent will be paid for the performance of work upon the completion of the project.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- ✓ Respondent's completion of all RFP requirements.
- ✓ Respondent's experience providing skate park services.
- ✓ Respondent's professional references from prior serviced clients.
- ✓ Respondent's ability to meet The Towns' skate park needs.
- ✓ Respondent's Fee for Services

RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
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Deadline for RFP submission	9/18/2015

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Disclaimer: This Request For Proposals (hereinafter, "RFP") is not a contract offer.

Proposal Submittals: Proposals should summarize the plan of action for the scope of services requested. Proposals must be received by the Office of the Chief Administrative Officer no later than September 18, 2015 at 12:00pm. Respondents must submit one original and one copy. Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO
4 Market Street
P.O. Box 168
Collinsville, CT 06022-0168

RFP Conference: A non-mandatory pre-bid conference will be held on Wednesday August 26, 2015 at 9:00am. The meeting will be held at the skate park located at Mills Pond Park 14 East Hill Road, Canton, CT 06019. The purpose of the conference is to provide RFP respondents the opportunity to discuss the skate park project with the Parks Supervisor and the Director of Parks and Recreation.

Questions about Proposal Requirements: Respondents with questions regarding this RFP may submit questions via e-mail only to:

Joshua T. Medeiros
Director of Parks and Recreation
jmedeiros@townofcantonct.org

Any questions determined to be of interest to all prospective bidders will be answered in writing and provided to all bidders by publishing an addendum to the existing RFP on the Town web site.

Except as authorized by Joshua Medeiros, no Respondent may contact any other employee or elected or appointed official of The Town with respect to the RFP or the submission of a bid.

Addendums: Addendum(s) to the RFP may be issued by The Town. When issued, addendum(s) will be posted on The Town's website, www.townofcantonct.org under the "Request for Proposals" link. It is the Respondent's responsibility to check to see if RFP addendum(s) have been issued by The Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be returned unopened.

Exceptions to RFP: Any and all exceptions of the Respondent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Respondent. The Towns reserve the right to reject proposals which contain exceptions that The Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of The Town. The Town reserves the right to negotiate with one or more Respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of The Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a Respondent unless and until The Town and the Respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/firm submitter.

Township of Proposals: All proposals submitted become property of The Town.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for 90 days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to The Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and Subselected Respondents: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by The Town unless approved by The Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that The Towns enter separately into a contract with any Respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, each Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, a person contracting with The Town must carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP. Selected respondent shall provide The Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Commercial General Liability Insurance: Selected respondent 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. Selected respondent shall provide The Town with certificates verifying such coverage acceptable to The Town before commencing services under this RFP. 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 and shall be primary and noncontributory to any valid and collectible insurance carried by The Town.

Automobile Liability Insurance: Selected respondents shall be required to carry Automobile Liability Insurance in limits, based on the services to be provided, in limits of not less than one million dollars (\$1,000,000), combined single limits. Selected respondent shall provide The Town with certificates verifying such coverage acceptable to The Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification: Any person contracting with The Town must, to the fullest extent permitted by law, 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 the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by The Town, its agents, or its employees, in enforcing any of The selected respondent's defense or indemnification obligations. In any and all claims against The Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent 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 or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the Respondent certifies that no officer, agent or employee of The Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of The Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to The Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of The Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP.

TOWN OF CANTON
Skate Park Fee Proposal Form

Directions: Provide the information requested.
Do not include extraneous fees on this form.

Full Company Name: Rampage LLC

Address: 1625 Railroad ave bridgeport, CT 06605

I acknowledge that I have read and understand the RFP to provide design and installation services, and that I am both able and willing to meet the terms and conditions of this sample contract.

Name & Title: David Peterson owner

Signature:  Date: 11/30/15

TOWN OF CANTON
Skate Park Reference Form

Directions: Provide 3 (three) recent references, preferably governmental, that your business has provided similar services for.

(1) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(2) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(3) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be the Town Based Resident Bidder which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.



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TOWN OF CANTON Skate Park Fee Proposal Form

Directions: Provide the information requested.
Do not include extraneous fees on this form.

Full Company Name: Rampage, LLC

Address: 1625 Railroad Ave. Bridgeport, CT 06605

PROPOSED SKATE PARK COSTS:
(Dollar amounts must be written alphabetically)

- Proposed Design of 50 x 100 Skate Park attached.
- (Optional) Design for extended area of Skate Park

List of Refurbished Existing Fixtures

<i>Description</i>	<i>Cost</i>
<u>Aztec Pyramid</u>	<u>\$ 2400</u>
<u>6' 1/4' Quarterpipes</u>	<u>\$ 1800</u>
<u>6' 8' Quarterpipe</u>	<u>\$ 1200</u>
<u>6' 8' Quarterpipe</u>	<u>\$ 1200</u>
<u>4' 4' Bank</u>	<u>\$ 600</u>
<u>4' x 8' Bank w/ Box</u>	<u>\$ 1200</u>
<u>3' x 8' Bank w/ Box</u>	<u>\$ 1200</u>
	<u>\$ 9,600</u>

List of New Fixtures

<i>Description</i>	<i>Cost</i>
<u>Grindbox ^{H W L} 12" x 4' x 8'</u>	<u>\$ 2200</u>
<u>Grindbox 8" x 3' x 8'</u>	<u>\$ 2000</u>
<u>Grindbox 18" x 12" x 12"</u>	<u>\$ 1600</u>
<u>Launch Ramp 12" x 32"</u>	<u>\$ 225</u>
<u>Wedge Ramp 12" x 32"</u>	<u>\$ 225</u>
<u>Paired in place Concrete</u>	<u>\$ 74,000</u>
<u>\$ 5,000 sq/ft</u>	<u>\$</u>
Cost of resurfacing existing park	<u>\$ 3.20/sq/ft</u>
Cost of developing adjacent lawn area (Optional)	<u>\$ 74,000</u>
All other costs	<u>\$</u>

where are these?
\$6,250

\$16,000?
5,000 sq ft

total cost: \$105,850

TOTAL COSTS \$ 89,850

I acknowledge that I have read and understand the RFP to provide design and installation services, and that I am both able and willing to meet the terms and conditions of this sample contract.

Name & Title: David Peterson / owner

Signature:  Date: 9/10/15

TOWN OF CANTON
Skate Park Reference Form

Directions: Provide 3 (three) recent references, preferably governmental, that your business has provided similar services for.

(1) Company / Individual: Town of Weatherfield - Martin Sittler

Address: 505 Silas Dean Highway Weatherfield, CT 06109

Telephone: 860-721-2890

Service Dates: 5/22/15

Services Provided: concrete Removal and Repoured, repair

(2) Company / Individual: Town of Bonfield, ON POH 1E0

Address: 365 Highway 531 Bonfield, ON POH 1E0

Telephone: 705-471-2998

Service Dates: 7/20/15 - 7/22/15

Services Provided: New Skatepark concrete

(3) Company / Individual: Town of Greenwich

Address: 101 ~~Fletcher~~ Field Point Rd Greenwich, CT 06836-254

Telephone: 203-496-0913

Service Dates: 9/14/2015

Services Provided: Skatepark maintenance / resurfacing

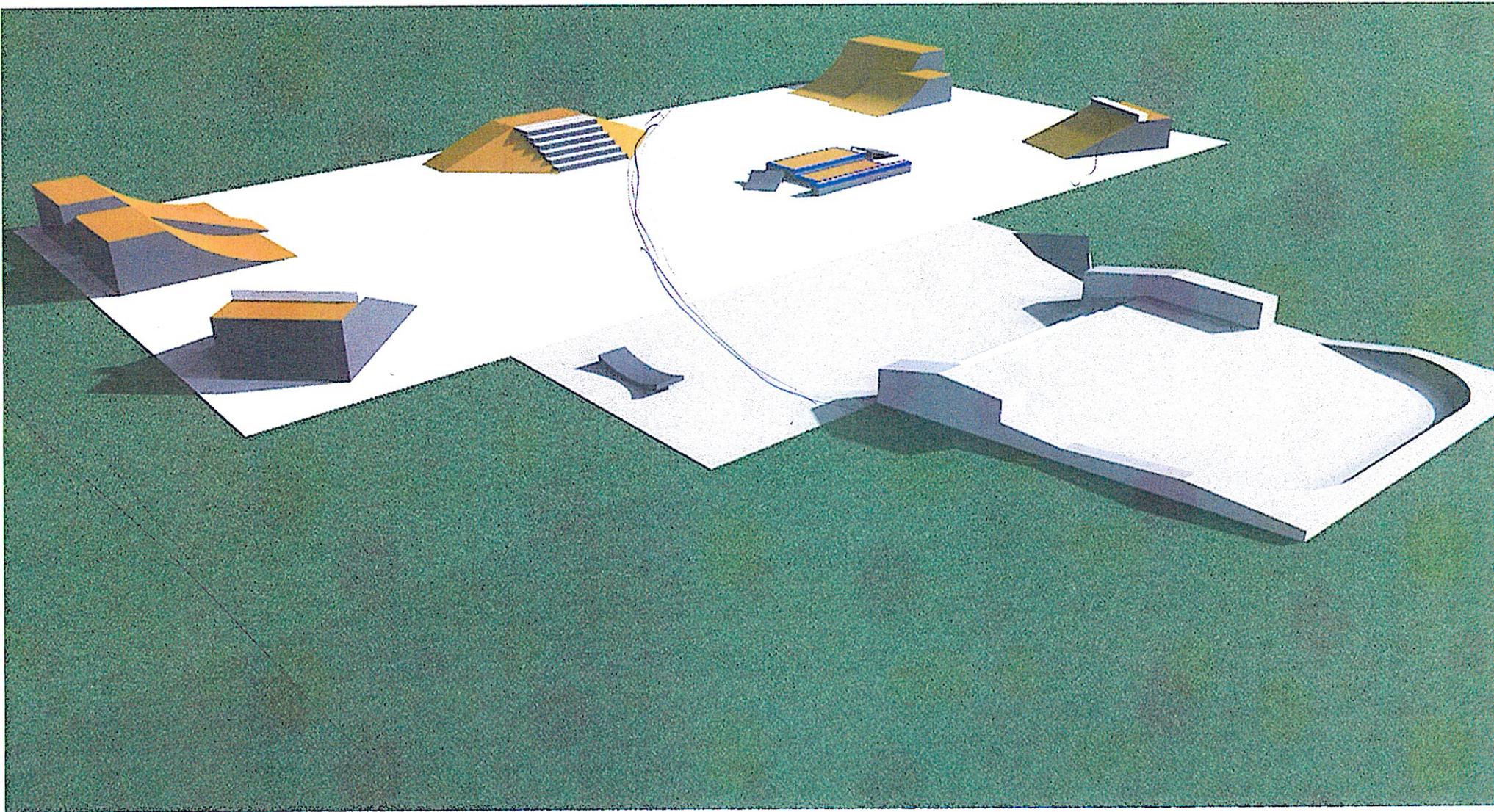
We have been designing and manufacturing steel frame skateboarding ramps and concrete parks for the last 16 year. Our parks can be found throughout the country and world: from Alaska to Puerto Rico to Japan and Connecticut our home state. Our passion for skateboarding has been the driving force in this company, we not only enjoy building quality ramps we relish the chance to test our finished product. The owner of the company has been involved in the skateboarding community for over 20 years and is very in tune with the needs and wants in a skatepark setting.

The quality of our work speaks for itself as we were the company who installed the Canton park over 13 years ago and our ramps are still being incorporated in this new park design.

Our approach to this project will firstly be to move existing ramps off pad for new asphalt to be installed, asphalt recommended to be prepped with tack coat and use driveway mix (small aggregate) minimum 1 1/2" thick, while asphalt is being laid we can begin resurfacing existing ramps and doing any repairs to ramps. Next step is to cut into the hill, install forms, copings, grind edges rebar #3 and pour concrete 5000 psi to meet at asphalt grade.

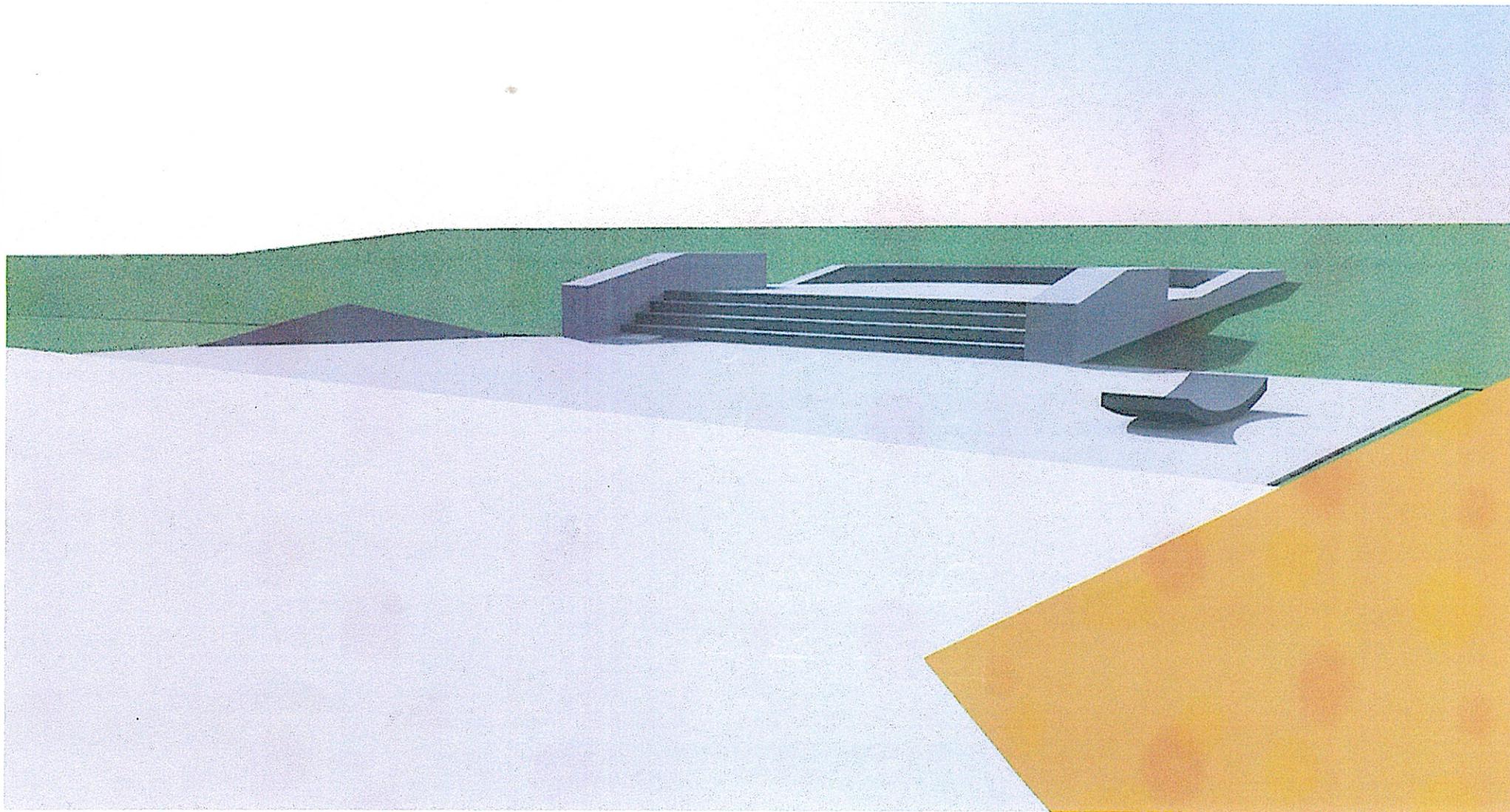
We estimate the entire project including the pouring and trawling of concrete section should take about 3 months weather permitting.

Part



Swings

2002



AGREEMENT

This Agreement (the "Agreement") is entered into the _____ day of _____ 2015 by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Owner") and Rampage, LLC; 1625 Railroad Avenue; Bridgeport, CT 06605 (the "Contractor").

WHEREAS, the Owner has issued a Request for Proposals To Provide Hybrid Modular/Poured in place concrete Skate Plaza located at Mills Pond Park; 14 East Hill Road; Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Owner on September 18, 2015, with a total cost amount of \$89,850.00 plus \$16,000.00 for resurfacing existing park [\$3.20/sq.ft.] for a total project cost of \$105,850.00 for the Work; and

WHEREAS, the Owner 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 Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, tools, facilities, supplies, transport, and any other things necessary to carry out the Work in a first-class manner for work of this type.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town of Canton, 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 Energy and 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, building codes, ordinances, 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. Schedule. The Work shall be completed within one hundred eighty (180) days after the execution of this Agreement. The Contractor shall commence with the work within ten days after receipt of notice to proceed from the Owner. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, which time is of the essence of the Agreement.

6. Payment. The Owner will pay the Contractor in accordance with the Contract Documents and agreed upon prices for Work in place. Payment will be made by the Owner monthly within 30 days after the approval of the Contractor's Application for Payment as provided in the Contract Documents less retainage of five percent (5%).

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement completed operations period all 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 and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$5,000,000

Aggregate Limit \$5,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverage's) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverage's) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

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

- (i) The Agreement
- (ii) Request for Proposals
- (iii) Drawings – sketches submitted with proposal
- (iv) The Contractor Bid Proposal
- (v) Specifications and/or Special Provisions
- (vi) General Conditions and documents referenced therein
- (vii) Any modifications issued after the execution of this Agreement.

9. 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 Owner. Any assignment or attempted assignment without the Owner's written consent shall not relieve the Contractor of its

obligations under this Agreement and such assignment shall be null and void and have no legal effect.

10. 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 Owner's place of business. The Contractor agrees to hold harmless and indemnify the Owner 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 IRCA, 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 Owner harmless against any claims brought against the Contractor or the Owner as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Owner 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 Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

12. Execution. This Agreement may be executed in two 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.

Witness:

Signature *Claudia Nardi*
Printed Claudia Nardi

Signature *KKS*
Printed Kerri Kazlauskas

Witness:

Signature *J. Ann Peterson*
Printed J. Ann Peterson

Signature *William Fow*
Printed *W F*

By *Robert Skinner*
Robert Skinner
Chief Administrative Officer

Date: 11/19, 2015

By *[Signature]*
Contractor-Rampage, LLC

Date: 11/30, 2015