

AGREEMENT

This Agreement (the "Agreement") is entered into the 24th day of July 2016 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 "Work"); 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 specified in Section 8 of this Agreement). 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 the following work which shall be completed by the Town:

The Town shall strip asphalt as necessary and excavate grass area. The Contractor shall supply all base materials (process gravel) which will be spread and compacted by the Town.

Except as specified above, the 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 construction of this type. The Work includes but shall not be limited to refurbishing the existing skate park fixtures, resurfacing the existing asphalt surface and constructing a concrete poured in place skate park plaza as designed in the Revised Plan Sheets attached hereto as Exhibit A. All concrete work shall include rebar placed to skate park industry standards and #3 rebar on 12" centers for all features. The concrete mix for features will be a minimum of 6" consisting of a minimum 4000 psi with of aggregate not to exceed 3/8". Concrete mix for flat work will be 4" with at the same psi and aggregate size. All concrete saw cuts to completed by Contractor and be placed every 10 to 12'. All work is to be performed in a first class, professional manner.

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%). All invoices must specifically state in detail the work performed for which the contractor is seeking payment.

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.

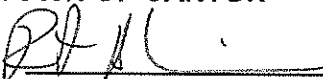
10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment 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.

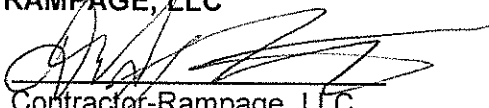
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF CANTON

By 
Robert Skinner
Chief Administrative Officer

Date: June 22, 2016

By **RAMPAGE, LLC**


Contractor-Rampage, LLC

Date: 7/24, 2016