

## TRANSFER STATION REFUSE HAULING AGREEMENT

This Transfer Station Refuse Hauling Agreement (the "Agreement") is entered into the 21 day of June 2016 by and between the Town of Canton, 'a political division of the State of Connecticut (the "Town") and Paine's, Inc., a Connecticut corporation located at 54 Floydville Road, East Granby, CT 06026 (the "Contractor").

WHEREAS, the Town has a need for a contractor to furnish containers, compaction equipment, and transport of various items collected at the Town of Canton Transfer Station (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises") to various designated disposal facilities; and

WHEREAS, Contractor submitted a proposal to the Town on May 25, 2016, 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 Contract Documents (as specified in Section 11 of the Agreement). The Contract Documents represent the entire and integrated agreement between the Town 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 Invitation to Bid to be the responsibility of another person. 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, 2016 and be in effect until June 30, 2021. The agreement may be extended upon mutual consent of the Town and the Contractor.
6. Payment. The Town will pay the Contractor in accordance with the Contract Documents. Payment will be made by the Town monthly within 30 days of receipt of invoice for services rendered.
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 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 \$10,000,000

Aggregate Limit \$10,000,000

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 insureds 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 coverages) 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 coverages) 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. 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. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

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. Subcontractors. The Contractor shall not subcontract any portion of the Work without the express written consent of the Town, which consent shall not be unreasonably withheld. In all events, the Contractor shall remain responsible to the Town for the performance of the Work and shall be responsible for the acts and omissions of its subcontractors, if any, or any other person or entity whom the Contractor is directly or indirectly liable.

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

- (i) The Agreement;
- (H) The Town's Invitation for Bid and all attachments thereto;
- (Hi) The Contractor Bid Form and all attachments thereto; and
- (Hi) Any modifications issued after the execution of this Agreement.

12. 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.

13. 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. Provided, however, that the Town shall provide the Contractor with a written notice of default and opportunity to cure the default. In the event the Contractor fails to commence and diligently maintain a cure of the default within five (5) calendar days or such shorter period if required by any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction after such notice, the Town may terminate this Agreement without further notice. In all events, if any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction require the default to be cured by a date certain and the Contractor fails to do so, the Owner may terminate this Agreement without further notice to the Contractor. 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 pro-rated 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.

14. 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.

15. 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.

16. 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.

17. 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 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 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.

18. 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.

19. The Town's Agreement with the Connecticut Resources Recovery Authority or Other Entity. The Contractor shall comply with all terms and conditions set forth in the agreement between the Town and the Connecticut Resources Recovery Authority ("CRRA") dated January 6, 2012, attached hereto as Exhibit A, and subsequent agreements between the Town and CRRA or other entity, provided the terms of such agreement are not materially different from the current agreement, but only to the extent applicable to the Work provided in this Agreement

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

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Witness Clavdia Nardi

THE TOWN OF CANTON

By Robert Skinner

Robert Skinner

Chief Administrative Officer

Rebecca A. Buell  
Witness

PAINE'S, INC.

By Michael R. Paine, Sr

Name: Michael R. Paine Sr

Position: President