

**AGREEMENT FOR TREE PLANTING SERVICES**

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AGREEMENT made as of \_\_\_\_\_

**BETWEEN**

"Owner": **Town of Guilford**  
31 Park Street  
Guilford, CT 06437

and collectively "Contractor" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The "Project" is: **Tree Planting Services at Town Center**

**THIS AGREEMENT FOR CONTRACTOR SERVICES** ("Agreement"), effective as of the date set forth above, is between Owner and Contractor, collectively referred to herein as the "Parties," who state and agree as follows:

1. **Contractor.** Owner has awarded this Agreement to the Contractor for tree planting services with the use of Contractor's equipment at its \_\_\_\_\_, 2024 Guilford Board of Selectmen meeting, pursuant to the recommendation of the Guilford Tree Advisory Board. Contractor shall perform its services pursuant to this Agreement for the benefit of Owner. Contractor represents that it has the expertise and experience necessary to perform the "Services", defined below. Contractor will have no authority legally to obligate Owner except as specified in this Agreement or as otherwise specified in writing by Owner from time to time.
  
2. **Scope of Services.** The Contractor will perform tree planting services throughout the Town Center in accordance to the Town Center Tree Planting Project Specifications in consultation with the Tree Warden, in a good and workmanlike manner ("Services").

3. **Time of Performance; Term.** Contractor agrees to perform its Services in accordance with the Project schedule provided by Owner. The term of this Agreement shall commence on March 1, 2025 to December 31, 2025.

4. **Subcontractors; Employees.** Contractor shall not contract with or otherwise engage, employ or utilize any subcontractors, contractors, or other third Parties (any such, a "Subcontractor") in connection with any Services without Owner's prior written consent in each instance. Contractor shall furnish Owner with a list of Subcontractors proposed to be used on the Project prior to commencing Services under a particular work authorization, and shall promptly notify Owner of proposed changes to such list. Neither use of a Subcontractor by Contractor, nor Owner's consent thereto, shall relieve Contractor of its obligations under this Agreement. Contractor shall be responsible to Owner for the acts and omissions of its employees and Subcontractors, and their agents and employees. The terms, conditions, and provisions of the Contractor's agreement with each Subcontractor shall be subject and subordinate to, and not inconsistent with, the terms, conditions and provisions of this Agreement. Nothing contained herein shall create any relationship of contract or agency between Owner and any Subcontractor. Contractor's obligation to pay its Subcontractors is independent from Owner's obligation to pay Contractor for Services; Owner shall have no obligation to pay or enforce payment to Subcontractors. For purposes of Contractor's obligations and responsibilities under this Agreement, reference to "Contractor" shall be deemed to bind every subcontractor of any tier, unless the context specifically requires otherwise.

5. **Compensation.** Compensation for Contractor's performance of the Services shall be equal to \$\_\_\_\_\_, regardless of the number of days, unless otherwise authorized in writing by Owner.

6. **Insurance.** Contractor shall maintain at its own cost insurance coverages reasonably required by Owner. Contractor shall provide Owner with a certificate of insurance naming Owner as an "additional insured" and including a waiver of subrogation.

a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability; (iii) \$1,000,000 each accident/ \$1,000,000 disease-policy limit/\$1,000,000 disease each employee (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water); and (iv) waiver of subrogation shall be provided.

b. **Commercial General Liability:** (on an occurrence basis): (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury

and property damage each occurrence \$1,000,000, aggregate \$2,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.

c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles; (ii) limit of liability for bodily injury and property damage per accident 1,000,000; and (iii) waiver of subrogation shall be provided.

d. **Excess Liability Coverage (Umbrella):** With respect to the coverage provided by firm for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

7. **Indemnification.** Contractor shall, with respect to all Services which are covered by or incidental to this Agreement, indemnify, defend, and hold Owner and its employees, agents, board, commission and building committee members harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, awards, fines or judgments, resulting from death or bodily injury to persons, injury to property or other loss, damage or expense, caused by or arising from Contractor's, its employee's, agent's, contractor's and/or subcontractor's breach of any obligation under this Agreement or the negligence or willful misconduct of any such party. The indemnified party shall have the right to approve the counsel selected by the indemnifying party to defend the indemnified party. This indemnity shall survive termination of this Agreement.

8. **Dispute Resolution.** Unless otherwise agreed in writing by the Parties, no dispute shall interfere with the prompt performance of their respective obligations under this Agreement. Notwithstanding a dispute, Contractor shall continue to perform its Services, and Owner shall continue to make payment of all undisputed amounts in accordance with the provisions of the Agreement.

(a) In the event of a dispute regarding the scope of work or interpretation of this Agreement, or any other claims or controversy between Owner and Contractor, the Parties agree to have their project representatives meet and attempt to resolve the disagreement as early and quickly as practicable. Such meeting shall be commenced within ten (10) business days after the meeting request for the express purpose of openly sharing information concerning the dispute and attempting in good faith to resolve the disagreement.

(b) Any claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement, and not resolved by the meetings described above, shall be submitted to non-binding mediation prior to the initiation of any suit or other litigation. The mediation shall be administered by the American Arbitration Association or the ADR Center, Inc., unless the parties jointly agree on a mediator. The cost of the mediation shall be split equally between both

Parties. This agreement to mediate shall be specifically enforceable under the laws of the State of Connecticut.

(c) If mediation is unsuccessful, then either party may commence legal proceedings. Any dispute between Owner and Contractor pertaining to or arising out of or in connection with this Agreement or the Project shall be decided by litigation at a venue exclusively in Connecticut Superior Court in and for the Judicial District of New Haven at New Haven, unless the Owner, in its sole discretion, opts to arbitrate such dispute via the American Arbitration Association or ADR Center, Inc.

(d) The Parties agree that to the extent permitted by the contract documents, all third parties necessary to resolve a claim, dispute or controversy shall be parties to the same dispute resolution proceeding. To the extent disputes between Owner and Contractor involve, in whole or in part, disputes between Owner and any design professional or contractor or construction manager, Owner shall be entitled either to join Contractor in the proceeding commenced by or against the design professional or contractor or construction manager or to a stay of any dispute resolution proceeding commenced by Contractor pending resolution of the claim with the design professional or contractor. Contractor shall specifically bind the Subcontractors to the terms of these dispute resolution provisions.

**9. Default.** If Contractor at any time refuses or fails to prosecute the Services in a proper or timely fashion, Contractor shall be in default. If Contractor fails to cure the default within five (5) calendar days after written notice thereof, Owner may, at its sole option, (a) provide any such labor, equipment and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Contractor's right to proceed with the Services and collect any damages to which it may be entitled at law or in equity.

**10. Notices.** All notices required or permitted by this Agreement shall be in writing and may be accomplished either by personal delivery, first-class regular mail of the United States Post Office, express delivery by a reputable national carrier, or facsimile transmission with confirmation of transmission, sent to the party at the address or facsimile number shown in this Agreement. In addition, Contractor shall send any notices directed to Owner to Owner's Legal Department and to Owner's First Selectman at the address identified above for Owner. The written notice shall be effective on the date of receipt.

**11. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

**12. No Third Party Obligations.** Nothing contained in the Agreement shall be deemed to create a contractual relationship with, or create a cause of action in favor of, any third party against Contractor or Owner.

13. **Entire Agreement; Modification; Waiver.** The exhibits attached to this Agreement are incorporated herein. This Agreement, including its exhibits, constitutes the entire agreement of the Parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Contractor shall not be entitled to assign or delegate any of its rights or obligations hereunder without the prior written consent of Owner.

15. **Savings Clause.** If any provision of this Agreement, or any part thereof, shall be held to be invalid under any applicable federal, state, municipal or other law, ruling or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions of this Agreement shall remain in full force and effect.

16. **Execution.** By their signature below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made. This Agreement may be signed in counterparts, each complete set of which shall constitute an original.

<b>Town of Guilford</b>	<b>Contractor</b>
By _____ (Signature)	By _____ (Signature)
Printed Name: <u>Matthew T. Hoey III</u>	Printed Name: _____
Title: <u>First Selectman</u>	Title: _____