



TOWN OF CANTON, CONNECTICUT

**CONTRACTURAL AGREEMENT FOR
THE PROVISION OF TREE SERVICES**

THIS CONTRACT is made this 30th day of June 2022 by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "TOWN"), and Distinctive Tree Care, LLC, LLC, 595 Nutmeg Road, South Windsor, CT 06074 (hereinafter "Contractor").

WITNESSETH

WHEREAS, the Town has issues a Request for Proposals to provide certain Tree Services (hereinafter referred to as "Work"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated June 23, 2022, a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract 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 specific services described more fully in the attached Exhibit A (the "Work") for the fees set forth in the attached Exhibit C. The Contractor also agrees to all of the terms and conditions set forth in the RFP (Exhibit A), the Proposal (Exhibit B), and the Contract.
2. Term – This Contract is for a term of three (3) years beginning on July 1, 2022 and ending on June 30, 2025.
3. Payments – Payment for work fully performed is contingent upon the written approval of the Town's Director of Public Works or his/her designee (the "Director"). The Town shall pay the invoice within 30 days of the Director's approval of it.
4. Right to Terminate – The Town shall have the right to terminate all or a portion of this Contract for its convenience and without cause. As used in this provision,

"convenience" shall include but not be limited to the Town's failure to appropriate and /or budget monies for this Contract, or a determination at any time by the Town's Chief Administrative Officer that proceeding with the Contract is not in the Town's interest.

In the event of termination, the Town shall be liable to the Contractor for Work performed to date and approved by the Director in accordance with Paragraph 3. The Town shall have no further obligation or liability to the Contractor for a portion of the Contract terminated or for the unfunded year.

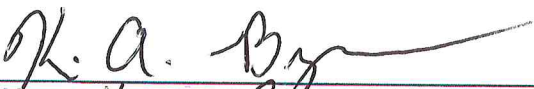
5. Non-Employment Relationship – The Town and the Contractor are independent parties. Nothing contained in this Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Contract. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.
6. No Misrepresentations or Omissions – No representation, warranty or statement of the Contractor in the Proposal or this Contract, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.
7. Amendments – This Contract may not be altered or amended, except by written agreement of the parties.
8. Entire Agreement – It is expressly understood and agreed that this Contract states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Contract or attached as Exhibits hereto.
9. Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.
10. Connecticut Law and Courts - This Contract 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 this Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.
11. Defense and Indemnification – The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss of expense, including

reasonable attorney's fees, arising out of or resulting from the performance of the Work. The Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor 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 the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

12. Compliance with Laws – The Contractor shall comply with all federal, state and local laws and regulations governing this Contract, including without limitation health, safety and environmental requirements.
13. Insurance – The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in Exhibit C, with a company or companies authorized to do business in Connecticut.
14. No Assignment – The Contractor shall not subcontract, transfer or assign its obligations under this Contract or any portion thereof without prior written consent of the Town.
15. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered and 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 electronic means) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 30th day of June, 2022.

DISTINCTIVE TREE CARE, LLC




Print Name: Kevin Byam
Its: Lead Arborist



Joe Butler
General Foreman

TOWN OF CANTON, CONNECTICUT



Robert Skinner
Chief Administrative Officer

