

**TOWN OF CANTON, CONNECTICUT**

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

THIS CONTRACT is made this 8 day of August 2012 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 ENTIRE TREE SERVICE, LLC, of 70 Old Colebrook Road, Winsted, Connecticut 06098 (hereinafter "Contractor").

**WITNESSETH**

WHEREAS, the Town has issued a Request for Proposals to provide certain Tree Services, 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 July 12, 2012 for the Work, 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 work 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 this Contract.
2. Term - This Contract is for a term of two (2) years beginning on August 1, 2012 and ending on July 31, 2014.
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 the second year of 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, above. The Town shall have no further obligation or liability to the Contractor for any 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 a 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 or 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 benefits 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.

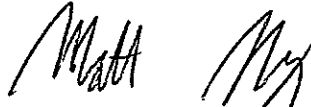
13. Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in Exhibit C, with a company or companies authorized to do business in Connecticut.

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.

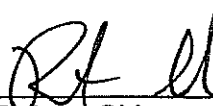
15. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 8 day of August, 2012.

ENTIRE TREE SERVICE, LLC

  
\_\_\_\_\_  
Print Name: Matt Klimkosky  
Its:

TOWN OF CANTON, CONNECTICUT

  
\_\_\_\_\_  
Robert Skinner  
Chief Administrative Officer

**Exhibit A**

**REQUEST FOR PROPOSAL  
FOR TREE SERVICES**



# TOWN OF CANTON

## REQUEST FOR PROPOSALS TO PROVIDE TREE SERVICES

PROPOSALS DUE: July 12, 2012, Noon, EST

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### GENERAL INFORMATION

The Town of Canton, Connecticut, (hereafter referred to as "the Town" or "Town"), seeks an appropriate and qualified company or individual to provide contracted Tree Services on an on-call basis for a period of 2 (two) years, beginning August 1, 2012. The Selected Respondent to this Request for Proposals shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

### QUALIFICATIONS

The Selected Respondent shall hold all applicable Occupational Health and Safety Administration (OSHA) certifications, shall supply a boom truck that extends to a height of at least 75 (seventy five) feet, shall supply a chip truck and chipper, supply a work crew consisting of at least 3 (three) persons including at least 1 (one) state of Connecticut certified arborist, and hold workers' compensation insurance in accordance with requirements established by the state of Connecticut for all of its employees engaged in a Town project.

### SCOPE OF SERVICES

The following is a non-inclusive description of tree services that the Selected Respondent shall perform:

- ✓ Remove trees
- ✓ Remove stumps
- ✓ Trim trees.
- ✓ Chip trees and remove chips.
- ✓ Remove fallen trees.

Such tree services shall be performed at the request of The Town of Canton's Director of Public Works or his/her designee. Non-emergency requests for service shall be performed within a reasonable time of the request being communicated to the Selected Respondent. Emergency requests for service shall begin to be performed within 2 (two) hours of the request being communicated to the Selected Respondent. Whether or not a request is of an emergency or non-emergency nature, is a determination to be made solely by the Canton Director of Public Works or his/her designee.

## PAYMENT

The Selected Respondent shall be paid for work completed 30 days after invoices are received and approved of by the Town of Canton Director of Public Works or his/her designee.

## SELECTION CRITERIA

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

- ✓ Respondent's completion of all RFP requirements.
- ✓ Respondent's experience providing arborist services.
- ✓ Respondent's professional references from prior serviced clients.
- ✓ Respondent's ability to meet The Town's tree service needs.
- ✓ Respondent's Fee for Services.
- ✓ Respondent's performance in possible interviews.

## GENERAL CONDITIONS AND INSTRUCTIONS

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

Proposal Submittals: Proposals must be received by the Office of the Chief Administrative Officer no later than noon, EST, on July 12, 2012. 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  
"Tree Services RFP"  
4 Market Street  
P.O. Box 168  
Collinsville, CT 06022-0168

Questions about Proposal Requirements: Respondents with questions regarding this RFP may contact, by email only:

Robert Martin  
Public Works Director  
martin@townofcantonct.org

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](http://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 Town reserves 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.

Ownership 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 60 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/or Subcontracting by Selected Respondents: Assignment and/or subcontracting 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 Town enters 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, the Town may cancel said contract without incurring liability, penalty, or damages.

**Commercial General Liability Insurance:**

The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Administrative Officer PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability;

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Fire Damage Legal Liability	\$ 100,000
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Canton" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance, with the Contractor's insurance being primary and the Town's insurance secondary and non-contributory.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Chief Administrative Officer's Office, 4 Market Street., P. O. Box 168, Canton, CT 06022.
- g. Umbrella Liability Insurance: Successful respondent shall provide an umbrella liability policy in excess (without restriction or limitation) of workers compensation, commercial automobile and commercial general liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed necessary by the Town at the sole cost and expense of the respondent.

**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. The Respondents further acknowledge that they have read and are familiar with the requirements of the Town of Canton Code of Ethics. 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. No response to this RFP will be accepted unless the attached Non-Collusion and Ethics Affidavit has been signed by an authorized representative of the Respondent.

**TOWN OF CANTON**  
**RFP To Provide Tree Services**

Directions: Provide the fee information requested.

Full Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Dollar amounts must be written out alphabetically.**

<b>TIME PERIOD</b>	<b>HOURLY RATE FOR <i>EMERGENCY SERVICES</i></b>
August 1, 2012 through July 31, 2013	\$
August 1, 2013 through July 31, 2014	\$

<b>TIME PERIOD</b>	<b>FOUR HOUR RATE FOR <i>ROUTINE SERVICES</i></b>
August 1, 2012 through July 31, 2013	\$
August 1, 2013 through July 31, 2014	\$

<b>TIME PERIOD</b>	<b>EIGHT HOUR RATE FOR <i>ROUTINE SERVICES</i></b>
August 1, 2012 through July 31, 2013	\$
August 1, 2013 through July 31, 2014	\$

I acknowledge that I have read and understand the RFP to provide tree services, and that I am both able and willing to meet the terms and conditions listed in this response.

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION AND ETHICS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Date \_\_\_\_\_

\_\_\_\_\_ (affiant), being first duly sworn, deposes and says that:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of \_\_\_\_\_, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That I am fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.
- 4) That such bid/proposal is genuine and is not collusive or a sham bid/proposal.
- 5) That neither the said bidder/proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid/proposal has been submitted or to refrain from bidding/proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached bid/proposal or any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the bid proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Town of Canton or any person interested in the proposed contract.

6) That any officer, agent, employee or consultant for the Town of Canton is directly or indirectly interested in the bid/proposal, or in supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7) That I have reviewed the Canton Code of Ethics, Ordinance No. 230 and acknowledge that I and the bidder/proposer are not in violation of the Code of Ethics and hereby agree to abide by the Code of Ethics during the time of any contract award.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signed) \_\_\_\_\_  
Affiant

(Title) \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Non-Collusive and Ethics Affidavit and that based on his/her own knowledge believe the same to be true.

\_\_\_\_\_  
Notary Public (My Comm. Expires \_\_\_\_\_ )  
Commissioner of the Superior Court

**TOWN OF CANTON**  
**RFP To Provide Tree Services**

Directions: Provide 3 (three) recent references, preferably governmental.

**(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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibit B**

**RFP PROPOSAL**

COPY

**TOWN OF CANTON**  
**RFP To Provide Tree Services**

Directions: Provide the fee information requested.

Full Company Name: Entire Tree Service LLC

Address: 70 Old Colebrook Rd., Winsted CT 06098

Dollar amounts must be written out alphabetically.


TIME PERIOD	HOURLY RATE FOR <i>EMERGENCY SERVICES</i>
August 1, 2012 through July 31, 2013	\$ two hundred ten dollars per hour
August 1, 2013 through July 31, 2014	\$ two hundred thirty dollars per hour

TIME PERIOD	FOUR HOUR RATE FOR <i>ROUTINE SERVICES</i>
August 1, 2012 through July 31, 2013	\$ six hundred fifty dollars per 4 hour period
August 1, 2013 through July 31, 2014	\$ seven hundred dollars per 4 hour period

TIME PERIOD	EIGHT HOUR RATE FOR <i>ROUTINE SERVICES</i>
August 1, 2012 through July 31, 2013	\$ one thousand three hundred dollars /8 hr period
August 1, 2013 through July 31, 2014	\$ one thousand four hundred dollars / 8 hr period

I acknowledge that I have read and understand the RFP to provide tree services, and that I am both able and willing to meet the terms and conditions listed in this response.

Name & Title: Matt Klimkosky, member

Signature:  Date: 6-22-12

**NON-COLLUSION AND ETHICS AFFIDAVIT**

STATE OF Connecticut )  
 ) ss. Colborn  
COUNTY OF Meriden )

Date June 22, 2012

Matt Klimkosky / Entire Tree Service LLC (affiant), being first duly sworn, deposes and says that:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of Entire Tree Service LLC, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That I am fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.
- 4) That such bid/proposal is genuine and is not collusive or a sham bid/proposal.
- 5) That neither the said bidder/proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid/proposal has been submitted or to refrain from bidding/proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached bid/proposal or any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the bid proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Town of Canton or any person interested in the proposed contract.
- 6) That any officer, agent, employee or consultant for the Town of Canton is directly or indirectly interested in the bid/proposal, or in supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
- 7) That I have reviewed the Canton Code of Ethics, Ordinance No. 230 and acknowledge that I and the bidder/proposer are not in violation of the Code of Ethics and hereby agree to abide by the Code of Ethics during the time of any contract award.

Date this 22nd day of June, 2012.

(Signed) Matt King  
Affiant

(Title) Member Entree Tree Service LLC

On this 22nd day of June, 2012, before me personally appeared Matt King who made oath that he/she has read the foregoing Non-Collusive and Ethics Affidavit and that based on his/her own knowledge believe the same to be true.

Debra L. McKee  
Notary Public (My Comm. Expires )  
Commissioner of the Superior Court

DEBRA L. MCKEON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, 2018



**TOWN OF CANTON**  
**RFP To Provide Tree Services**

Directions: Provide 3 (three) recent references, preferably governmental.

**(1) Company / Individual:** Town of Norfolk / John Allen

Address: Box 592 Norfolk CT 06058

Telephone: 860-542-5117

Service Dates: 2005 to present

Services Provided: Roadside and park tree removals, pruning, emergency storm work

Town of Colebrook / Bill Jasmine

**(2) Company / Individual:** Box 5 Colebrook CT 06021

Address: 860-379-8306

Telephone: 2005 to present

Service Dates: Tree removals, pruning, storm work, current Town Tree Warden

Services Provided:

**(3) Company / Individual:** Winchester Housing Authority / Fred Newman

Address: 80 Chestnut St, Winsted CT 06098

Telephone: 860-379-4573

Service Dates: 2012

Services Provided: Tree removals and pruning

**Exhibit C**

**FEEs**

Time Period August 1, 2012 through July 31, 2013

<b>Name of Vendor</b>	<b>Hourly Rate for Emergency Services (3 man crew)</b>	<b>Four Hour Rate for Routine Services (3 man Crew)</b>	<b>Eight Hour Rate for Routine Services (3 man crew)</b>
Entire Tree Service LLC	\$ 210.00	\$ 650.00	\$ 1,300.00

Time Period: August 1, 2013 through July 31, 2014

<b>Name of Vendor</b>	<b>Hourly Rate for Emergency Services (3 man crew)</b>	<b>Four Hour Rate for Routine Services (3 man Crew)</b>	<b>Eight Hour Rate for Routine Services (3 man crew)</b>
Entire Tree Service LLC	\$ 230.00	\$ 700.00	\$ 1,400.00

## Exhibit D

### Insurance Requirements

Contractor should provide the following insurances as part of the contract:

The Contractor shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the Contractor obligation under this agreement, whether such obligations are by Contractor or by a subcontractor or any person or entity directly or indirectly employed by Contractor.

**A. Workers Compensation:**

Contractor shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

**B. Commercial General Liability Insurance:**

Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

**C. Commercial Automobile Insurance:**

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

**D. Umbrella Liability Insurance:**

Provide an umbrella liability policy in excess (without restriction or limitation) of those

limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

- E. The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and non-contributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage.

Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract.