

TOWN OF CANTON CONNECTICUT

CONTRACTUAL AGREEMENT FOR THE PROVISION OF POOL OPENING
AND WINTERIZING SERVICES

THIS CONTRACT is made as of the ____ day of ____ 2014, 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 Hatton Limited, DBA Savol, of Prestige Park Circle, East Hartford, CT 06108 (hereinafter "Contractor").

WHEREAS, the Town has issued a Request for Proposals to provide certain Pool Opening services, (hereinafter referred to as the "RFP"), 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 March 10, 2014 in response to the RFP (hereinafter referred to as "Proposal"), 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 all the services as specified in the RFP; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services;

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 services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents"). The Contractor also agrees to all of the terms and conditions set forth in the Contract Documents.

2. Term - The services outlined in the Contract Documents are to be performed by June 2, 2014.

3. Payments: The Contractor shall be paid three thousand nine hundred seventy five (\$3,975) Dollars upon completion of twenty-five (25%) percent of the routine pool maintenance work involved in opening the pool. It is agreed that the opening of the pool shall be considered twenty-five (25%) percent complete once the pool is power-washed and prepared for painting. The Contractor shall be paid for the remainder of the pool opening along with any additional services upon completion and satisfactory inspection of the Park & Recreation Director. Payment for work fully performed is further contingent upon the written approval of the Chief Administrative Officer or

his/her designee (the "CAO"). The Town shall pay the invoice within 30 days of the CAO's approval. All invoices shall clearly designate which project or projects work was performed on.

4. Right to Terminate – The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination 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 services performed to date and approved by the CAO in accordance with Paragraph 3, above.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Agreement 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 Agreement. 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 Agreement, 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 Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement 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 Agreement 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 Agreement 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 services provided by the Contractor. 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 Agreement, including without limitation health, safety and environmental requirements. This shall include all OSHA regulations, including but not limited to, all safety regulations required for the entry of confined spaces.

13. Insurance - Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Contractor shall provide Worker Compensation insurance as required by the State of Connecticut. The Contract shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). The Contractor shall also provide valuable papers liability insurance with a limit of one hundred thousand dollars (\$100,000) per accident. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

14. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.

15. 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.

IN WITNESS THEREOF, the parties have executed this contract this _____ day
of _____ 2014.

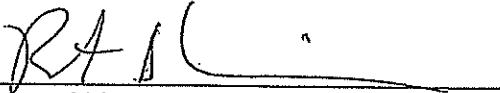
Hatton Limited DBA SAVOL

Witness:

By its: _____

TOWN OF CANTON CONNECTICUT

Witness:



Robert Skinner
Chief Administrative Officer



Kerri Kazlauskas

TOWN OF CANTON
Routine Pool Maintenance Fee Proposal Form

Directions: Provide the information requested.
Do not include extraneous fees on this form.

Full Company Name: Hatton Limited DBA Saval Pools

Address: 91 Prestige Park Circle, East Hartford, CT 06108

PROPOSED OPENING FEES FOR ROUTINE POOL MAINTENANCE SERVICES:
(Dollar amounts must be written alphabetically)

2014 Opening | \$ fifteen thousand nine hundred dollars

PROPOSED UNIT PRICE FOR LIQUID POLYURETHANE INJECTION:
(Dollar amounts must be written alphabetically)

Cost Per Linear Foot | \$ one hundred twenty dollars per L/F and
one hundred ten dollars per man per hour for prep work

PROPOSED UNIT PRICE FOR CEMENT-BASED PATCH:
(Dollar amounts must be written alphabetically)

Cost Per Cubic Foot | \$ Seven dollars and ten cents

PROPOSED UNIT PRICE FOR POOL PLASTER REPAIR:
(Dollar amounts must be written alphabetically)

Cost Per Square Foot | \$ six dollars and fifty cents

I acknowledge that I have read and understand the RFP to provide routine pool maintenance services, and that I am both able and willing to meet the terms and conditions of this sample contract.

Name & Title: Ken Camelle President

Signature:  Date: 3/10/14

TOWN OF CANTON
Routine Pool Maintenance Reference Form

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

(1) Company / Individual: Town of Avon, Parks and Recreation

Address: 60 West Main St, Avon Ct

Telephone: 860-409-4332 x333 - Glenn Marston

Service Dates: 10/12 - present

Services Provided: yearly open + close, maintenance, trouble shooting, chemicals

(2) Company / Individual: Town of Lebanon

Address: 579 Exeter Rd, Lebanon, Ct 06249

Telephone: 860-640-4085 Sandra Tremblay

Service Dates: 2004 - present

Services Provided: Renovation, repair + opening / closing

(3) Company / Individual: University of Connecticut

Address: Storrs, Ct

Telephone: 860-486-1510 - Jamie Millard

Service Dates: 2009 - Present

Services Provided: General services and repair

TOWN OF CANTON
Routine Pool Maintenance Bid Security Form

Please provide proof of a bid bond.