

**TOWN OF CANTON, CONNECTICUT
CONTRACTUAL AGREEMENT FOR THE PROVISION OF CONTRACTED MAINTENANCE
SERVICES FOR TOWN OWNED EMERGENCY GENERATORS**

THIS CONTRACT is made as of the 1st day of July, 2017 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 Tower Generator Service, of 20A Canton Springs Road, Canton, Connecticut 06109 (hereinafter "Contractor").

WITNESSETH

WHEREAS, the Town has issued a Request for Proposals to provide maintenance services for town owned generators;

WHEREAS, the Contractor submitted to the Town a proposal dated April 11, 2017 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 all the duties and obligations under the terms and conditions as specified in the Request for Proposals attached hereto as Exhibit A and the Contractor's proposal dated April 11, 2017 referred to as Exhibit B.
2. Term - This Contract is for a term of thirty six (36) months beginning on July 1, 2017 and ending on June 30, 2020. The terms of the agreement may be extended for an additional 12 month period upon mutually written consent of the parties, and an amended Agreement shall be executed to reflect any revisions.
3. Payments: Payment for work fully performed is contingent upon the written approval of the Chief Administrative Officer or his/her designee (the "Director"). The Town shall pay the invoice within 30 days of the Director's approval of it.

The Town shall pay the Contractor for Routine Maintenance Services in accordance with the following rates:

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON TOWN HALL:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 367
Total annual service fee 7/01/2018 through 6/30/2019	\$ 367
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 367

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON POLICE DEPT.:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 336
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 336
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 336

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT CANTON LIBRARY / COMMUNITY CENTER:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 415
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 415
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 415

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT COLLINSVILLE FIRE STATION:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 336
Total annual service fee 7/01/2018 through 6/30/2019	\$ 336
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 336

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT NORTH CANTON FIRE STATION:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 336
Total annual service fee 7/01/2018 through 6/30/2019	\$ 336
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 336

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY, 50 RIVER ROAD:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 406
Total annual service fee 7/01/2018 through 6/30/2019	\$ 406
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 406

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT TOWN BRIDGE ROAD:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 336
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 336
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 336

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT THE SHOPPES AT CANTON:

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 315
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 315
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 315

PROPOSED FEES FOR PREVENTATIVE MAINTENANCE SERVICES FOR EMERGENCY GENERATOR AND ASSOCIATED EQUIPMENT AT PUMP STATION AT DYER FARMS (SPOONVILE ROAD):

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 303
Total annual service fee 7/01/2018 through 6/30/2019	\$ 303
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 303

**PROPOSED FEES FOR ADDITIONAL CHARGES NOT PART OF PREVENTATIVE MAINTENANCE
ALL LOCATIONS MENTIONED ABOVE:**

	7/1/2017 - 6/30/2018	7/1/2018-6/30/2019	7/1/2019-6/30/2020
Parts/Material Overhead Profit	<u>30</u> %	<u>30</u> %	<u>30</u> %
Truck & Trip Charge	\$ 0	\$ 0	\$ 0
Additional milcage	\$ 1.95 /per mile	\$ 1.95 /per mile	\$ 1.95 /per mile
Labor Rate (7:00 am -4:30 pm)	\$ 129.00 /per hour	\$ 129.00 /per hour	\$ 129.00 /per hour
* Overtime Labor Rate	\$199.00/per hour	\$199.00/per hour	\$199.00/per hour

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

Payment on invoices received for routine maintenance services shall be paid after services are rendered during each contract year the Contract is in effect.

All materials and equipment provided in connection with this Agreement shall be provided as specified in the contractor's proposal attached hereto as Exhibit B.

The Contractor shall submit separate invoices for Routine Maintenance Services and Emergency Services performed in connection with this Agreement. Separate invoices shall also be provided for each Town owned facility and not combined into a single invoice. Copies of invoices for all material and equipment purchased shall also be provided with the invoice. Invoices shall be submitted monthly for work in the prior month.

The Town may request that invoices be modified to meet the Town's requirements or may request additional information with respect to any charges such a time slips, invoices, receipts, or purchase orders.

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. Amendments - This Contract may not be altered or amended, except by written agreement of the parties.

7. 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.

8. 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.

9. Warranty - Contractor warrants to the town that the materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Town, that the Work will be free from defects and not inherent in the quality required or permitted, that the Contractor will perform the work in a good and workmanlike manner, and that the work will conform to the Agreement. Work not conforming to the agreement will be considered defective.

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. 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.

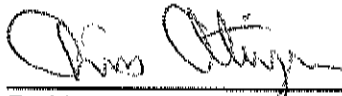
13. Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in Exhibit A, with a company or companies authorized to do business in Connecticut.

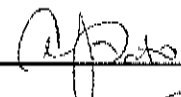
14. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Contract or any portion thereof without prior written consent of the Town.

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.

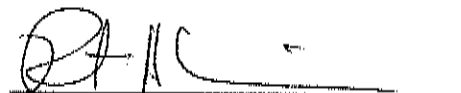
IN WITNESS THEREOF, the parties have executed this contract this 5th day of July, 2017.

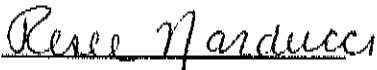
TOWER GENERATOR SERVICE


By It's: owner
Christopher Atiyeh

Witness: 
Alyson S. Sato

TOWN OF CANTON, CONNECTICUT


Robert H. Skinner
Chief Administrative Officer

Witness: 
Renee Narducci