

DRAFT TO CLIENT

Agreement between the Town of Bolton and Creative Recreation, LLC

WHEREAS, CREATIVE RECREATION, LLC, (“Contractor”), a Connecticut limited liability company with offices in Newington, CT, has submitted a proposal (“Proposal”), to the Town of Bolton (“Town”), for renovations to the Memorial Field Playground at the Bolton Center School; and

WHEREAS, the Parties are interested in clarifying certain aspects of such Proposal;

NOW THEREFORE, the Parties hereto agree as follows:

Contractor’s Agreements

1. Contractor agrees to supply the equipment, materials and labor listed on “Exhibit A” attached hereto for the sum of \$607,479.
2. Contractor agrees to perform its work in accordance with the Proposal and in compliance with all applicable State, Federal and Local rules, regulations and statutes including prevailing wage requirements, minority hiring requirements, and OSHA requirements.

3. Contractor shall provide the Town with all warranties of the equipment manufacturer, Miracle Recreation, and, in addition, warrantee its workmanship for one year from date of Final Acceptance.
4. Contractor shall obtain Payment and Performance bonds as required by Connecticut statutes in the amount of \$607,479.
5. Contractor shall provide evidence of comprehensive and liability insurance in the following limits:
 - a) **Comprehensive general liability:** \$1,000,000 per occurrence and \$2000 in the aggregate.
 - b) **Project and completed operations:** \$1,000,000 per occurrence and a separate aggregate limit of \$2,000,000.
 - c) **Workers' Compensation:** in accordance with statutory requirements.
 - d) **Motor Vehicle Liability:** \$1,000,000 for bodily injury for each person and covering owned, leased and non-owned vehicles.
 - e) **Umbrella Policy:** \$3,000,000 per occurrence and \$3,000,000 in excess of comprehensive general liability, project and completed operations, workers' compensation and motor vehicle liability.
 - f) Before commencing work, Contractor shall furnish a certificate, satisfactory to Town from each insurance company showing that the above insurance is in force, stating the policy numbers, dates of

expiration and limits of liability and further providing that the insurance will not be cancelled or changed until the expiration of at least thirty (30) days written notice of such cancellation or change has been mailed to and received by Town. Such insurance shall name the Town as additional insured in a certificate of insurance and the policy shall be endorsed to provide that certificate holders are covered insureds.

6. Contractor agrees to be solely and completely responsible for all acts or omissions of itself and any personnel and/or subcontractors that Contractor may engage in the performance of the Work.
7. Contractor agrees to save, reimburse and hold harmless Town and their representative officers, employees, agents (collectively, "indemnities") from and against any and all claims, allegations, injuries including death, damages, liability, penalties, fees, assessments, charges, attorneys fees, costs and expenses (collectively, "Claims"), relating to or stemming from
 - a) Any failure or alleged failure by Contractor or by personnel or subcontractor hired by contractor to satisfactorily fulfill all of Contractor's obligations under this agreement.
8. Contractor shall perform the work on a schedule to be mutually agreed to by the Parties as set forth hereto as Exhibit B.

9. Contractor shall propose a Schedule of Values consistent with the work detailed on Exhibit A. The Parties shall agree upon such schedule which will be the basis for the payment of Contractor's estimates by Town.

Town's Agreements

1. Town agrees to pay Contractor in accordance with the Schedule of Values provided that Town's obligation is to pay 95% of such estimates, withholding 5% retainage in accordance with Connecticut State Statutes. Such retainage will be paid upon final completion and acceptance of the work including all punch-list work.

Miscellaneous Provisions

1. **Dispute Resolution.** The Parties agree that any disputes that should arise between them should attempt to be resolved by negotiation. If that is unsuccessful the Parties may agree to have the matter mediated. If mediation is unsuccessful or is not a chosen process to resolve any disputes, the Parties may arbitrate such disputes in accordance with the rules of the American Arbitration Association with such arbitration to be held in Tolland County, Connecticut.
2. The Parties agree that Contractor is an independent contractor and no partnership or employment relationships exist between Town and Contractor.
3. The Parties agree for themselves and their successors and assigns to the full performance of all terms of the provisions herein contained.

Legal

BUDGET TRANSFER REQUEST
TO
BOARD OF SELECTMEN

BUDGET: Admin

Transfer \$ 2000⁰⁰ from category Reg Payroll to category Legal

(within budget) from 1005-041-4107-0-51610-0
to 1005-041-4107-0-53030-0

Transfer \$ _____ from Budget _____ to Budget _____

from category _____ to category _____

from _____

to _____

Other \$ _____

Explanation: Shortage due to drafting contract for adaptive playground and work on Veterans benefits that were unplanned
End of yr. Expenses

[Signature] Signature

Town Administrator Title

6/15/14 Date

Board of Selectmen

Approved

Comments:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

- Rodney Fournier
- Gwen Marrion
- Mather Clarke
- Tim Sadler
- Bryce Aaronson
- David Cowles
- Robert DePietro

Date _____

**BUDGET TRANSFER REQUEST
TO
BOARD OF SELECTMEN**

BUDGET: Admin.

Transfer \$ 15,000 from category Reg Payroll to category Prof. & Technical
 (within budget) from 1005-041-4107-80 - 51610-0
 to 1005-041-4107-0 - 53300-0

Transfer \$ _____ from Budget _____ to Budget _____
 from category _____ to category _____
 from _____ - _____ - _____ - _____ - _____
 to _____ - _____ - _____ - _____ - _____

Other \$ _____

Explanation:

Shortage due to engineering expenses for multiple projects.

Jason Patis Signature
Town Administrator Title
6/15/14 Date

Board of Selectmen

Approved

Comments:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Rodney Fournier
Gwen Marrion
Mather Clarke
Tim Sadler
Bryce Aaronson
David Cowles
Robert DePietro

Date _____

move \$ to ROV
for tabulators

**BUDGET TRANSFER REQUEST
TO
BOARD OF SELECTMEN**

BUDGET: Admin.

Transfer \$ 8,000⁰⁰ from category ofc Adm Svc to category _____

(within budget) from 1005-041-4107-0-53100-0
to 1005-041-4197-0-56120-0

Transfer \$ _____ from Budget _____ to Budget _____

from category _____ to category _____

from _____ - _____ - _____ - _____ - _____ - _____

to _____ - _____ - _____ - _____ - _____ - _____

Other \$ _____

Explanation:
Purchase of mandated tabulators.

[Signature] Signature
Town Administrator Title
6/15/20 Date

Board of Selectmen

Approved

Comments:

	Yes	No
<u>Rodney Fournier</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Gwen Marrion</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mather Clarke</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Tim Sadler</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Bryce Aaronson</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>David Cowles</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Robert DePietro</u>	<input type="checkbox"/>	<input type="checkbox"/>

Date _____

BUDGET TRANSFER REQUEST
TO
BOARD OF SELECTMEN

BUDGET: _____

Transfer \$12,000 from Budget Auditing Department to Budget Transfer Out
from category Auditing Services to category Employee Separation Fund
from 1005-041-4123-000000-53410-00000
to 1005-099-9900-000000-59900-00000

Transfer \$7,000 from Budget Land Use to Budget Transfer Out
from category Payroll to category Employee Separation Fund
from 1005-041-4151-000000-51610-00000
to 1005-099-9900-000000-59900-00000

Other \$ _____

Explanation: To transfer \$19,000 of unused funds to further fund the Employee Separation Fund. The current balance in the Employee Separation Fund is \$205,000, with \$120,000 estimated to be utilized in FY27.

[Signature] Signature
Town Administrator Title
6/15/26 Date

Board of Selectmen

Approved

Comments:

	Yes	No
<u>Rodney Fournier</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Gwen Marrion</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mather Clarke</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Tim Sadler</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Bryce Aaronson</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>David Cowles</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Robert DePietro</u>	<input type="checkbox"/>	<input type="checkbox"/>

Date _____