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**PREVENTATIVE MAINTENANCE CONTRACT
INDOOR POOL**

BETWEEN **CHATEAU VANIER**
158 McArthur Ave
Ottawa, ON. K1L 7 E7
Hereinafter referred to as the "Client"

AND **OTTAWA POOLWORKS**
4515111 Canada Inc.
2900 Sheffield Rd. Unit 9
Ottawa, On K1B 1A4
Hereinafter called the "Contractor"

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree and covenant as follows:

1. **TERMS:** The Contractor shall provide services to the Client as described in attached schedule "A" and will provide these services for the period of **Jan 1st 2017**, through to **December 31st 2017**. One-year contract term and renewing thereafter with one year intervals per terms and conditions contained herein.
2. **PAYMENT:** The Client shall pay to the Contractor for such work, the total as outlined below (plus applicable HST), according to the following payment schedule (plus any extra services not herein contained by contract):

2 x Weekly Preventative Maintenance (104 Visits)	\$80/visit + HST
Total Contract Amount	\$8320 + HST
Payment Schedule (Monthly beginning January 1st)	\$693.33 + HST
Annual Inflationary Increase	1.5%

***1hr maintenance with 15min travel time, totaling 1.25hr per call.**

3. **SPECIFICATIONS:** Specific terms of this contract shall be as outlined in schedule "A". Designated Pool/Spa operator for site form to be completed in schedule "B".



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4. **INSURANCE:** The Contractor warrants and represents that:
 - i) The Contractor is insured for public liability and property damage with accidental insurance in the minimum amount of \$5,000,000.
Insurance Company: Aviva Insurance Company of Canada Policy # CMP 1458820
Expiry Date: January 5th, 2018 (with yearly renewal)
The Contractor agrees to supply the Client with Proof of Insurance upon request.
 - ii) The Contractor and its employees are covered by the Workers' Compensation under the Workers' Compensation Act. **Policy #3661957**, Copy of Certificate or, signed and dated waiver to be supplied upon request.
 - iii) The policy of insurance is only effective during regular operating hours, while an employee of **4515111 Canada Inc.** is on duty.
5. **MATERIALS & EQUIPMENT:** The Contractor shall provide the work and services and shall supply all the labour, materials, and equipment required to carry out such operations, as set forth in schedule "A" exclusively, in a good and workmanlike manner. Materials and equipment not exclusively and specifically outlined in schedule "A" remains outside of this contract price, yet remain bound by payment terms set out in this agreement for additional material and equipment purchases.
6. **EXTRA SERVICE:** In the event that the Client shall require any extra services not included in this contract, the Contractor shall perform such services upon a requisition from the Manager responsible for the operation of the swimming pool, or a requisition from a designated member of the Board of Directors. The Contractor shall then be entitled to remuneration for such services as an extra to the contract. Quotations for all extra work must be submitted in writing, and approved by the Board, prior to the commencement of work.
The Client reserves the right to call for additional quotations from other contractors for any extra work required.
7. **EMPLOYEES:** All persons engaged to work on the premises of the Client under the terms of this contract shall be either employees of the Contractor (hired and supervised), or an approved sub-contractor to be co-ordinated, supervised and paid by the Contractor hereto.
8. **DAMAGES:** The Contractor shall be responsible for, and shall restore at its own expense, all damages to the property of the Client caused by the negligence of the Contractor, its agents, or its employees
9. **LIABILITY:** The Contractor shall indemnify the Client against liability to any person and/or against any claim resulting from poor workmanship and/or negligence on the part of the Contractor, its agents, or its employees



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10. **FEDERAL, PROVINCIAL & LOCAL LAWS:** The Contractor agrees to comply with all applicable Local, Provincial and Federal laws, orders and regulations, issued pursuant thereto, and agree to indemnify the Client against any loss, cost, damage, or liability by reason of the Contractors violation of this paragraph. The client also agrees to comply with all applicable Local, Provincial and Federal laws, orders and regulations issue pursuant thereto and agree to indemnify the Contractor against any loss, cost, damage or liability by reason of the Client's violation of this paragraph.
11. **TERMINATION:** Either party upon sixty (60) days written notice may terminate this contract, without cause.
12. **CHANGING CONTRACT:** Schedule "A" referred to herein and attached hereto form an integral part of this agreement. This contract contains the entire agreement and understanding between the two parties, and shall be amended and modified only with the consent in writing of the parties hereto.
13. **TRANSFER:** This contract shall not be transferred, assigned, or altered without the consent in writing of the parties hereto.
14. **EXCLUSIONS:** The Contractor may not be found liable in any way, being in part or in whole, liable for situations outside their control. This exclusion includes but is not limited to acts of god, mechanical failure, vandalism and actions by third parties not under the control or direction of the Contractor. Due to the infrequency of this service contract, the Client remains fully liable as the registered pool operator and remains responsible for all daily requirements and any such supervision regarding such requirements as required by the Ontario Health Code. The Contractor is obligated to the best of their knowledge, inform the Client of any and all site noted violations regarding compliance to the Health Code.
15. **SERVICE CANCELLATION CLAUSE:** If service is cancelled for any purpose that is at no fault to the contractor, invoicing will continue as noted: Closure up to thirty (30) days - in the event the swimming pool(s) are temporarily closed for a period up to and including (30) days during the term of this contract for any reason that is no fault of the contractor; the payment agreement shall remain in full and the contractor will be entitled to full payment per the terms of the contract. Closure Over thirty (30) days - in the event the swimming pool(s) are closed for a period longer than (30) days during the term of this contract for any reason that is no fault of the contractor; the owner shall be entitled to fifty (50%) of the monthly installment payment per the contract terms until the pool(s) reopen in which the contract payments will resume in full.



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IN WITNESS THEREOF, the parties hereto have affixed their corporate seals under the hands of the property offices in that behalf.

PARTIES TO THIS AGREEMENT

Poolworks - Contractor
Representative
Bill Hughes

Dec 05 2016

Date

Chateau Vanier - Client
Representative

December 1, 2016

Date

Witnessed

Dec 05 2016

Date

Name of Witness: mark martel
(Please print)



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SCHEDULE "A"

Indoor Pool Maintenance Contract

Scope of Work:

- This pricing is based on a one year contract term with a 60 day non-causal cancellation clause.
- Perform services for the pool weekly.
- **Services for indoor pool include: manual water testing & chemical balance, salt testing, salt cell cleaning, calibration and or adjustment of automation equipment, probe cleaning as required, re-filling of chemical tank, addition of specialty chemicals, filter backwashing, pump & skimmer basket cleaning, pool vacuuming and scum line cleaning.**
- Due to the infrequency of this service proposal, daily checking of the equipment is still required, and remains the responsibility of the Client's maintenance staff for all the days we are not contracted to service the facility. Further, daily addition of water is also the responsibility of the Client as required.
- Service to the facility will be provided during the normal working day and times may vary.
- POOLWORKS will attempt to minimize the number of "service technicians" who frequent and perform this preventative maintenance service to ensure "site orientation" and quality of service is maintained.
- POOLWORKS preventative maintenance staff will ensure at each service visit, to notify the site staff on duty that they are on site, and leave a maintenance report when leaving.
- The maintenance report will include the following; date, time of service, name of staff, sanitation and ph levels, water balance levels, addition of any chemicals, temperature, pool clarity observations, mechanical equipment checks, safety equipment checks, maintenance checks, and a report on any deficiencies noted at time of service call.
- This contract does not include: cost of chemicals, cost for repairs to equipment, pool equipment or supply purchases, specialty chemicals, testing reagents, test kits, deliveries for chemicals, water balance chemicals, restoration work, extra service calls or anything not listed in this scope of work.



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SCHEDULE "B"

Designated Pool/Spa Operator Information Form

As per Ontario Health Regulation 565 for Public Pools, section 6(1), and Regulation for Public Spas, section 3(1), **Every owner shall designate an operator.**

Due to the infrequency of this service proposal, daily checking of the equipment, water testing and logging etc... is still required as per the above referenced health codes, and remains the responsibility of the Clients site personnel for all the days we are not contracted to service the facility. Further, daily addition of water is also the responsibility of the Client as required.

Please provide names and contact information for site personnel responsible for the pool/spa/water feature operation and maintenance when we are not contracted to service the site.

Weekday Contact

Name	Lynn Samborsky
Position	Property Administrator
Contact #	613-745-1501
Email	manager@chateauvanier.com

Weekend Contact

Name	Duty Superintendent - Rotates among the three superintendents
Position	
Contact #	613-818-4765
Email	