

**TOWN OF GLASTONBURY  
REQUEST FOR PROPOSAL  
RPGL-2015-12  
FITNESS PROGRAM PROVIDER  
ADDENDUM NO. 3  
DATED: November 14, 2014**

**PROPOSAL DUE DATE: 11-18-14 @ 11:00 AM**

The attention of respondents submitting proposals for the above-referenced project is called to the following Addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or other change, are all to be included in and form a part of the proposed Contract Documents for the work. Respondents shall acknowledge this Addendum in the Bid Proposal by inserting its number in Attachment A.

***Question 1. Per the Freedom of Information Act can you provide a copy of the current contract in place which would allow us better to understand the current pricing structure and class descriptions?***

**Answer** Attached are copies of the current contracts for the Town of Glastonbury. Class descriptions have not been a part of past contracts but can be found on our website [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). Upon entering the website click on Departments, select Parks & Recreation, then on left side of the page select Forms for Download. The six most recent brochures are available for viewing.

**END OF TEXT**

# Town of Glastonbury

## Fitness Provider Agreement

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AGREEMENT made this 31<sup>st</sup> day of Dec. 2009, by and between the TOWN OF GLASTONBURY, a municipal corporation having its limits and boundaries within the county of Hartford and State of Connecticut (hereinafter referred to as the "Town") and ELIZA'S ENERGY SOURCE "THE FITNESS CREATORS", LLC, having an office and principal place of business in East Hartford (hereinafter referred to as the Contractor). WITNESSETH, that for and in consideration of the promises, agreement, and mutual covenants hereinafter set forth, the Town hereby retains the Contractor, and the Contractor hereby agrees to serve as the Town's professional provider of Instructors for Senior Fitness, Pilates, Zumba, All-In-One Fitness and additional fitness programs, as required.

### Scope of Services

The Contractor shall provide qualified instructors for the Town's Senior Fitness, Pilates, All-In-One Fitness, Zumba classes, as well as additional new fitness programs, as required. Classes for these programs will be scheduled year-round (Fall, Winter, Spring and Summer sessions) Monday thru Friday, at various times of the day.

### Payment Terms

The Town shall pay the Contractor according to the rate schedule attached as Appendix A. The Contractor shall submit biweekly invoices for services rendered in the preceding two-week period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days. The Contractor shall promptly pay each subcontractor upon receipt of payment from the Town, out of the amount paid to the Contractor on account of such subcontractor's portion of the work. There shall be no payment paid for the classes scheduled but not taught.

### Insurance

The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability policy. **These requirements shall be clearly stated in the remarks section on the Contractor's Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

- 1) Commercial General Liability:
  - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
  - Limits of Liability for Bodily Injury and Building Damage
    - Each Occurrence \$1,000,000
    - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
  - A Waiver of Subrogation shall be provided

## 2) Professional Services Liability Policy

- Provide Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Contractor agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Contractor shall provide a Certificate of Insurance as "evidence" of General Liability, and Employer's Liability coverages.

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Contractor shall provide the Town copies of any such Policies upon request.

### **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Contractor, by any person or organization directly or indirectly employed by Contractor to perform or furnish any of the work, or by anyone for whose acts Contractor may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Contractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

## Contractor's Responsibilities

Contractor hereby agrees to furnish the following services:

- A) The relationship of the Contractor to the Town shall be solely that of independent Contractor, and nothing herein contained shall be construed as creating any other relationship. The Contractor acknowledges and agrees that it is experienced in the services that it is required to perform hereunder and that the Town is relying on it to impart that experience in the performance of its duties hereunder.

The Contractor shall provide instructors for the Senior Fitness, Pilates, All-In-One Fitness, Zumba and additional new fitness programs, as required according to the schedule as developed by the Town. The schedule will be provided to the awarded respondent prior to the start of each session. Classes are one hour in length. Instructors shall report to the site fifteen (15) minutes prior to the start of class and shall remain on site fifteen (15) minutes after the end of class. This time is used for class preparation and interaction with program participants.

- B) The Contractor shall provide carefully selected instructors that meet the following minimum qualifications:
- 1) Associates Degree in Health / Fitness Field or a valid certification from a nationally recognized fitness organization (AIAA or AFAA), another national certification may be accepted but must first be approved by the Town.
  - 2) Specialty certification if required by course (i.e. Zumba)
  - 3) Instructors must hold a valid CPR certification from the American Red Cross or American Heart Association.
- C) The Contractor shall provide instructor information including but not necessarily limited to name, address, phone number, and copies of credentials / certifications. The Town reserves the right to approve or disapprove any or all of the Instructors that do not meet the minimum qualifications or are otherwise unacceptable to the Town. It is the Contractor's responsibility to submit instructor's qualifications to the Town for review and action at least seven (7) days prior to being assigned to conduct a class for the Town except in the instance that extenuating circumstances are present.
- D) The Contractor shall be responsible for providing instructors that are equipped with the materials needed for class including but not limited to, sound equipment (Boom Box), pens / pencils, exercise mats, etc.
- E) It shall be the responsibility of the Contractor to provide the Town with a qualified replacement instructor for any instructor deemed unqualified or unsatisfactory by the Town.
- F) The Contractor shall be responsible for required reports including but not necessarily limited to daily attendance, distribution and collection of waiver forms.
- 1) The Contractor shall provide the Town and the Instructor with a Medical Information form of their own design that shall be approved by the Town. Instructors shall not allow any person to participate in class that has not submitted a Medical Information form.
  - 2) The Contractor shall also be responsible to submit copies of waiver forms and medical forms to the Town no later than six (6) classes following the start of the class.
  - 3) The Contractor shall submit attendance sheets within three (7) days of completion of the program and at other times as may be required by the Town.

- G) The Contractor shall submit contact and topic information to the Town fourteen (14) days prior to a speaker or vendor appearance and must be approved by the Town.

### **Town's Responsibilities**

The Town agrees to accept responsibility for the following:

- A) The Town shall provide the Contractor with a written schedule of dates and times for the Senior Fitness, Pilates, All-In-One Fitness, Zumba and any new programs that are scheduled.
- B) The Town shall provide a facility for the class that has adequate space for the number of participants enrolled.
- C) The Town shall be responsible for the registration of all individuals participating in the class and shall provide the Contractor with a class roster prior to the start of the program.
- D) The Town shall advertise the class through the Parks and Recreation Department's seasonal brochure and by other means deemed appropriate.
- E) The Town shall be responsible for all cancellations of the class, be it due to inclement weather or other seen and unforeseen occurrences deemed appropriate by the Town.
- F) If classes are canceled, the Town shall make a reasonable effort to select a date and location for the make-up classes.
- G) The Town reserves the right to approve or disapprove any or all instructor's that can not meet the minimum qualifications or are otherwise unsatisfactory to the Town. It shall be the responsibility of the Contractor to submit Instructors qualifications to the Town for review at least seven (7) days prior to being assigned to conduct a class for the Town, except in the instance where extenuating circumstances are present.
- H) The Town shall conduct program evaluations for all classes the Contractor provides services for, and provide all materials needed to do so.

**Town Representative**

The Town will be represented by:

Elizabeth A. Gray, Recreation Program Coordinator  
Glastonbury Parks & Recreation Department  
2155 Main Street Glastonbury, CT 06033  
Phone Number - 860-652-7697  
Fax Number – 860-652-7691  
Email – [liz.gray@glastonbury-ct.gov](mailto:liz.gray@glastonbury-ct.gov)

All communications with regards to this Agreement shall be directed to the Town’s Representative with a carbon copy directed to:

Mr. Raymond Purtell, Director of Parks & Recreation  
2155 Main Street,  
Glastonbury, CT 06033  
Email: [ray.purtell@glastonbury-ct.gov](mailto:ray.purtell@glastonbury-ct.gov)

**Contractor’s Representative**

The Contractor will be represented by:

Eliza Kearsse-Westberry  
Eliza’s Engery Source, “The Fitness Creators” LLC  
910 Burnside Ave  
East Hartford, CT 06108



All communications with regards to this Agreement shall be directed to the Contractor’s Representative.

**Termination for Cause**

The Town may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that the Town shall give the Contractor written notice specifying the Contractor's failure. If within fourteen (14) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Town may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Connecticut law to terminate for cause upon the failure of the Town to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the Town written notice specifying the Town’s failure and a reasonable opportunity for the Town to cure the defect.

**Termination for Convenience**

The Town may terminate the Agreement at any time by giving fourteen (14) days written notice to the Contractor. The Contractor shall be entitled to payment for delivered services, to the extent that work has been performed satisfactorily.

**Taxes**

Contractor agrees that the responsibility for payment of taxes from the funds received under this Agreement and shall be Contractor's obligation.

**Term of Agreement**

The term of the agreement is shall be January 1, 2010 to June 30, 2011 with the option to renew for prescribed periods.

If not in default and subject to the provisions of the agreement the Contractor and the Town shall have the option to renew the contract by mutual agreement annually.

**Ownership**

All records, reports, documents and other material delivered or transmitted to the Contractor by the Town shall remain the property of the Town, and shall be returned by Contractor to the Town, at the Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of services contracted for herein shall become the property of the Town, and shall, upon request, be returned by the Contractor to the Town, at the Contractor's expense, at termination or expiration of this contract.

**Discrimination Clause**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.


Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals on the day and year first above mentioned.

FOR THE TOWN:  
TOWN OF GLASTONBURY  
GLASTONBURY, CT 06033

FOR THE CONTRACTOR:  
ELIZA'S ENEGRY SOURCE, LLC  
EAST HARTFORD, CT 06108

BY:   
Raymond E. Purtell  
Director of Parks and Recreation

BY:   
Title: 

**Town of Glastonbury  
Fitness Provider Agreement**

**Appendix A**

**Rate Schedule**

January 1, 2010 – June 30, 2010

\$54.50 per class	Senior Fitness
\$57.00 per class	Adult Exercise/All-In-One Fitness
\$80.00 per class	Pilates
\$80.00 per class	Zumba

July 1, 2010 – June 30, 2011

\$56.00 per class	Senior Fitness
\$57.00 per class	All-In-One Fitness
\$80.00 per class	Pilates
\$80.00 per class	Zumba



# Town of Glastonbury

## Fitness Provider Agreement

---

AGREEMENT made this 15<sup>th</sup> day of Dec 2009, by and between the TOWN OF GLASTONBURY, a municipal corporation having its limits and boundaries within the county of Hartford and State of Connecticut (hereinafter referred to as the "Town") and Personal Euphoria Pilates LLC, a limited liability corporation having an office and principal place of business in Wethersfield, CT (hereinafter referred to as the Contractor). WITNESSETH, that for and in consideration of the promises, agreement, and mutual covenants hereinafter set forth, the Town hereby retains the Contractor, and the Contractor hereby agrees to serve as the Town's professional provider of Instructors for the Pilates classes.

### Scope of Services

The Contractor shall provide qualified instructors for the Town's Pilates classes. Classes for these programs will be scheduled Monday thru Friday, at various times of the day.

### Payment Terms

The Town shall pay the Contractor at the rate of \$60 per class taught for the Pilates program. The Contractor shall submit monthly invoices for services rendered in the preceding month period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days.

The Contractor shall promptly pay each subcontractor upon receipt of payment from the Town, out of the amount paid to the Contractor on account of such subcontractor's portion of the work. There shall be no payment paid for the classes scheduled but not taught.

### Insurance

The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Contractor's Commercial General Liability policy. **These requirements shall be clearly stated in the remarks section on the Contractor's Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

#### 1) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
  - Each Occurrence \$1,000,000
  - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

## 2) Professional Services Liability Policy

- Provide Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Contractor agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Contractor shall provide a Certificate of Insurance as "evidence" of General Liability and Employer's Liability coverage.

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Contractor shall provide the Town copies of any such Policies upon request.

### **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Contractor, by any person or organization directly or indirectly employed by Contractor to perform or furnish any of the work, or by anyone for whose acts Contractor may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Contractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

## Contractor's Responsibilities

Contractor hereby agrees to furnish the following services:

- A) The relationship of the Contractor to the Town shall be solely that of independent Contractor, and nothing herein contained shall be construed as creating any other relationship. The Contractor acknowledges and agrees that it is experienced in the services that it is required to perform hereunder and that the Town is relying on it to impart that experience in the performance of its duties hereunder.
- The Contractor shall provide instructors for the Pilates classes according to a schedule mutually agreed upon with the Town. Classes are one hour in length. Instructors shall report to the site fifteen (15) minutes prior to the start of class and shall remain on site fifteen (15) minutes after the end of class. This time is used for class preparation and interaction with program participants.
- B) The Contractor shall provide carefully selected instructors that meet the following minimum qualifications:
- 1) Instructors must hold either a PEAK or STOTT Pilates certification.
  - 2) Instructors must hold a valid CPR certification from the American Red Cross or American Heart Association.
- C) The Contractor shall provide instructor information including but not necessarily limited to name, address, phone number, and copies of credentials / certifications. The Town reserves the right to approve or disapprove any or all of the Instructors that do not meet the minimum qualifications or are otherwise unacceptable to the Town. It is the Contractor's responsibility to submit instructor's qualifications to the Town for review and action at least seven (7) day prior to being assigned to conduct a class for the Town except in the instance that extenuating circumstances are present.
- D) The Contractor shall be responsible for providing instructors that are equipped with the materials needed for class including but not limited to, sound equipment (Boom Box), pens / pencils, exercise mats, etc.
- E) It shall be the responsibility of the Contractor to provide the Town with a qualified replacement instructor for any instructor deemed unqualified or unsatisfactory by the Town.
- F) The Contractor shall be responsible for required reports including but not necessarily limited to daily attendance, distribution and collection of waiver forms.
- 1) The Contractor shall provide the Town and the Instructor with a Medical Information form of their own design that shall be approved by the Town.
  - 2) Instructors shall not allow any person to participate in class that has not submitted a Medical Information form.
  - 3) The Contractor shall also be responsible to submit copies of waiver forms and medical forms to the Town no later than six (6) classes following the start of the class.
  - 4) The Contractor shall submit attendance sheets within three (3) days of completion of the program and at other times as may be required by the Town.

- G) The Contractor shall submit contact and topic information to the Town fourteen (14) days prior to a speaker or vendor appearance and must be approved by the Town.

### **Town's Responsibilities**

The Town agrees to accept responsibility for the following:

- A) The Town shall provide the Contractor with a written schedule of dates and times for the morning Pilates class and any new programs that are scheduled.
- B) The Town shall provide a facility for the class that has adequate space for the number of participants enrolled.
- C) The Town shall be responsible for the registration of all individuals participating in the class and shall provide the Contractor with a class roster prior to the start of the program.
- D) The Town shall advertise the class through the Parks and Recreation Department's seasonal brochure and by other means deemed appropriate.
- F) The Town shall be responsible for all cancellations of the class, be it due to inclement weather or other seen and unforeseen occurrences deemed appropriate by the Town.
- G) If classes are canceled, the Town shall make a reasonable effort to select a date and location for the make-up classes.
- H) The Town reserves the right to approve or disapprove any or all instructor's that can not meet the minimum qualifications or are otherwise unsatisfactory to the Town. It shall be the responsibility of the Contractor to submit Instructors qualifications to the Town for review at least seven (7) days prior to being assigned to conduct a class for the Town, except in the instance where extenuating circumstances are present.
- H) The Town shall conduct program evaluations for all classes the Contractor provides services for and provide all materials needed to do so.

**Town Representative**

The Town will be represented by:

Elizabeth A. Gray, Recreation Program Coordinator  
Glastonbury Parks & Recreation Department  
2155 Main Street Glastonbury, CT 06033  
Phone Number - 860-652-7697  
Fax Number – 860-652-7691  
Email – liz.gray@glastonbury-ct.gov

All communications with regards to this Agreement shall be directed to the Town’s Representative with a carbon copy directed to:

Mr. Raymond Purtell, Director of Parks & Recreation  
2155 Main Street  
Glastonbury, CT 06033  
Email: ray.purtell@glastonbury-ct.gov

**Contractor’s Representative**

The Contractor will be represented by:

Maggie Downie  
Personal Euphoria Pilates, LLC  
18 Tanner Crossing  
Wethersfield, CT 06109



All communications with regards to this Agreement shall be directed to the Contractor’s Representative.

**Termination for Cause**

The Town may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that the Town shall give the Contractor written notice specifying the Contractor's failure. If within fourteen (14) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Town may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Connecticut law to terminate for cause upon the failure of the Town to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the Town written notice specifying the Town’s failure and a reasonable opportunity for the Town to cure the defect.

**Termination for Convenience**

The Town may terminate the Agreement at any time by giving fourteen (14) days written notice to the Contractor. The Contractor shall be entitled to payment for delivered services, to the extent that work has been performed satisfactorily.

## **Taxes**

Contractor agrees that the responsibility for payment of taxes from the funds received under this Agreement and shall be Contractor's obligation.

## **Term of Agreement**

This agreement shall be executed on January 1, 2010 and shall terminate on December 30, 2010.

If not in default and subject to the provisions of the agreement the Contractor and the Town shall have the option to renew the contract by mutual agreement annually.

## **Ownership**

All records, reports, documents and other material delivered or transmitted to the Contractor by the Town shall remain the property of the Town, and shall be returned by Contractor to the Town, at the Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of services contracted for herein shall become the property of the Town, and shall, upon request, be returned by the Contractor to the Town, at the Contractor's expense, at termination or expiration of this contract.

## **Discrimination Clause**


The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, , the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.


Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals on the day and year first above mentioned.

FOR THE TOWN:  
TOWN OF GLASTONBURY  
GLASTONBURY, CT 06033

BY:   
Raymond E. Purtell  
Director of Parks and Recreation

WITNESS:   
Elizabeth A. Gray  
Recreation Program Coordinator

FOR THE CONTRACTOR:  
PERSONAL EUPHORIA PILATES, LLC  
WETHERSFIELD, CT 06109

BY:   
Title: 

Amendment #1 to  
Fitness Provider Agreement  
between  
Personal Euphoria Pilates, LLC  
and  
Town of Glastonbury  
Dated  
December 15, 2009 2011

This document amends/revises Fitness Provider Agreement as follows:


**Scope of Services** - This Amendment adjusts the scope of services to include the contractor providing qualified instructors for Town's Pilates, Pilates Plus Strength, Interval Training and 20/20 FUNKtion classes.

**Payment Terms** - The Town shall pay the Contractor at the rate of \$62.00 per class taught for the Morning Mat Pilates program, \$45.00 per class for Pilates Plus Strength and Interval Training program. The Contractor shall submit monthly invoices for services rendered in the preceding month period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days.

The Town shall pay the Sub Contractor, 20/20 FUNKtion, LLC, 400 Hartford Avenue, Wethersfield, CT at the rate of \$45.00 per class for 20/20 FUNKtion classes. The Sub Contractor shall submit monthly invoices for services rendered in the preceding month period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days.


There shall be no payment paid for the classes scheduled but not taught.

FOR THE TOWN:  
TOWN OF GLASTONBURY  
GLASTONBURY, CT 06033

BY:   
Raymond E. Purtell  
Director of Parks and Recreation

DATE: 1/5/12

FOR THE CONTRACTOR:  
PERSONAL EUPHORIA PILATES, LLC  
WETHERSFIELD, CT 06109

BY:   
Margaret Downie  
Owner

DATE: 1/4/12



**Amendment #2 to  
Fitness Provider Agreement  
between  
Personal Euphoria Pilates, LLC  
and  
Town of Glastonbury  
Dated  
December 15, 2009 2013**

This document serves as a renewal of the Fitness Provider Agreement for an additional term through June 30, 2014 and amends/revises Fitness Provider Agreement as follows:


**Scope of Services** – This Amendment adjusts the scope of services to include the contractor providing qualified instructors for Town’s Pilates, Pilates Plus Strength, Interval Training and 20/20 FUNKtion, Core Balance, Total Barre, and Hot Bodies Cool Minds classes.

**Payment Terms** - The Town shall pay the Contractor at the rate of \$62.00 per class taught for the Morning Mat Pilates program, with an increase to \$64.00 per class beginning on January 1, 2014, and \$45.00 per class for Pilates Plus Strength, Interval Training, 20/20 FUNKtion, Core Balance, Total Barre and Hot Bodies Cool Minds programs, with an increase to \$47.00 per class beginning on January 1, 2014.

The Contractor shall submit monthly invoices for services rendered in the preceding month period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days.

There shall be no payment paid for the classes scheduled but not taught.

FOR THE TOWN:  
TOWN OF GLASTONBURY  
GLASTONBURY, CT 06033

BY:   
Raymond E. Purten  
Director of Parks and Recreation

DATE: 10/3/13

FOR THE CONTRACTOR:  
PERSONAL EUPHORIA PILATES, LLC  
WETHERSFIELD, CT 06109

BY:   
Margaret Downie  
Owner

DATE: 9/24/13