



AGREEMENT

THIS AGREEMENT, made this ___ day of _____, **2024** by and between the **Town of Hanover**, New Hampshire, a New Hampshire municipality with a principal place of business of 41 South Main St., Hanover, NH, 03755 hereinafter called "OWNER," and _____, doing business as (an individual,) or (a partnership,) or (a corporation), with a principal place of business of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for the consideration of the covenants and payments set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement shall consist of this agreement together with the Contract Documents and Definitions (Exhibit A) ; Pricing proposal list; OWNER's Request for Proposals and Scope of Work, CONTRACTOR's bid for Services, and General conditions, Notice of Award, Notice to Proceed, Performance Bond, Payment Bond, Certificate of Insurance, all of which are attached and incorporated herein.
2. The CONTRACTOR shall ready the site, rehabilitate the Greensboro Water Tank, by Assessing the tank, conduct the removal and replacement of structural components as stated in the proposal and make modification to existing 300k Greensboro Steel Water Tank, to also include full Blast paint removal/ pit filling and repainting both the interior and exterior with 7coatings as stated in the specification and scope of services. This includes all the permits, testing, disposal of materials, the sealing of the tank and making ready for service. Project cost may be adjusted based on work completed and or any additions or deletions made in the agreement.
3. The CONTRACTOR will furnish all materials, supplies, tools, equipment, labor, stamped plans and other services necessary for the rehabilitation and completion of the PROJECT described herein.
4. The CONTRACTOR will commence the work required by this Agreement and all exhibits related thereto on or before June 1, 2024 as per the **Notice to Proceed** and will complete the PROJECT by August 15, 2024.
5. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS consistent with industry standards and in compliance with all standards for such work set by the Town. CONTRACTOR shall ensure all required certifications for work on this project are current and comply with the terms therein for the unit prices as shown in the cost proposal dated ___ and appended hereto, along with payment terms, to this Agreement.
6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Contract Documents in such amounts as required by the CONTRACT DOCUMENTS.
7. The OWNER may at its sole option add or delete structural components based on available funding and existing tank and concrete conditions. In exercising said option, the OWNER would consult with the CONTRACTOR to establish a schedule for the completion of work. The OWNER will pay for additional work using the unit prices as bid, unless otherwise agreed-to, and the terms and costs of such optional work shall be reflected in writing, subject to all other provisions of this Agreement.



8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. In executing this Agreement, the signatories represent and warrant that all required formalities have been followed to allow for the execution of this Agreement and that the signatories have the respective authority to execute this Agreement and, in so doing, render it binding on behalf of their respective parties.
10. This Agreement shall be subject to the laws of the State of New Hampshire, without regard for to any conflict of laws principles.
11. This Agreement may not be altered, amended, or otherwise amended except in writing signed by both Parties.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

OWNER:
FOR THE TOWN OF HANOVER, NH

Signature

Name Alex Torpey

Title Town Manager

Town of Hanover, NH 41

South Main St.

Hanover, NH 03755

CONTRACTOR:

Signature

Title

Name

Address:



EXHIBIT A **CONTRACT DOCUMENTS AND DEFINITIONS**

ARTICLE 1 - DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in the Agreement to which these Contract Documents and Definitions are attached, the words shall have the meanings herein given.

1.1 OWNER – The word “OWNER” shall mean the Town of Hanover, NH, a New Hampshire Municipality with a principal place of business of 41 South Main St., Hanover, NH, 03755.

1.2 CONTRACTOR – The word “CONTRACTOR” shall mean with a principal place of business of
_____.

1.3 SUBCONTRACTOR – The word “SUBCONTRACTOR” shall mean a person, firm or corporation supplying labor, materials, or any other services under a separate agreement with CONTRACTOR related in any way to the Project or the work to be performed by the CONTRACTOR under the Agreement.

1.4 AGREEMENT – The word “AGREEMENT” shall mean the Agreement between the OWNER and the CONTRACTOR related to the Town of Hanover Rehabilitation to the Greensboro Water Tank, and related work set forth in the RFP owned by the OWNER and all addenda, exhibits, or other materials appended thereto or referenced therein.

1.5 WORK – The word “WORK” shall mean all services, labor, plans, permits, materials, actions, deliverables, and other actions to be performed or provided by CONTRACTOR under the Agreement.

ARTICLE 2 - OBLIGATIONS AND LIABILITY

2.1 The CONTRACTOR shall complete the work to the satisfaction of the TOWN MANAGER at the prices herein agreed upon and fixed, therefore.

2.2 The CONTRACTOR shall conduct its work so as to interfere as little as possible with the use, safety, or disruption of the OWNER’s property, municipal rights-of-way, or private property located adjacent thereto. The CONTRACTOR shall bear all losses, or risk thereof, resulting to CONTRACTOR or the OWNER on account of the amount or character of the work or on the account of weather elements or other causes. The CONTRACTOR shall assume the defense of all claims against the CONTRACTOR. Claims against the CONTRACTOR shall be settled in an expedient manner, proof of which shall be provided to the TOWN MANAGER.

2.3 The OWNER disclaims any responsibility for job site safety and for the safety of persons who are or are not part of the construction process. It is understood and agreed that the OWNER will not be responsible for compliance of safety programs, put forth by the CONTRACTOR or related OSHA regulation required to be followed by the CONTRACTOR, employees, subcontractors, and



agents. Job site safety shall be the responsibility of the CONTRACTOR at all times. Nothing in this Paragraph 2.3 shall be construed as modifying or otherwise excusing CONTRACTOR from performing the WORK in compliance with all applicable laws, rules, and regulations, and for complying with all pertinent safety standards and/or applicable hazardous materials, confined space, building, structures, fire, life-safety, electrical, or other codes.

ARTICLE 3 – TOWN MANAGER TO DECIDE

3.1 The TOWN MANAGER or designee, in consultation with the CONTRACTOR, shall in all cases determine the amount, quality, accessibility and fitness of the kinds of work and materials which are to be paid for under this contract.

3.2 Nothing in this agreement shall be construed as giving the TOWN MANAGER or designee the responsibility to direct construction means, methods, techniques, procedures, or safety methods.

ARTICLE 4 - ABSENCE OF CONTRACTOR

1.1 WORK shall neither commence nor proceed unless supervised by the CONTRACTOR or his duly authorized superintendent. Delays in the WORK due to the absence of the CONTRACTOR or his duly authorized representative shall not constitute the reason for extension of time for completion. The TOWN MANAGER or designee shall be notified at least 24 hours in advance of any deviation from the normal daily work schedule.

ARTICLE 5 - PARTS OF THE CONTRACT

5.1 The information supplied by OWNER to bidder as part of OWNER's "TOWN OF HANOVER, New Hampshire, Rehabilitation of the Greensboro Water Tank, Request for Proposal, January 31, 2024" and all addenda related thereto, as well as the proposal submitted by



the CONTRACTOR, are hereby incorporated by reference into this Agreement and are attached hereto as Exhibit C & D.

ARTICLE 6 - DISPUTE RESOLUTION AND INTERPRETATION OF DOCUMENTS

6.1 Should a discrepancy or any misunderstandings arise as to the import of anything contained in this Agreement, the interpretation and decision of the TOWN MANAGER shall be final and binding on both parties of this Agreement. The CONTRACTOR shall immediately notify the TOWN MANAGER of any known discrepancies or concerns related to any interpretation or decision of the TOWN MANAGER for proper resolution.

6.2 The TOWN MANAGER shall reconsider said interpretation or decision when such correction is necessary for their fulfillment of the intent of the Parties as expressed in this Agreement. When an interpretation or decision of the TOWN MANAGER contradicts an express provision of this Agreement, in lieu of reconsidering said interpretation or decision, the Parties may negotiate in good faith an amendment to this Agreement to account for any additional work.

ARTICLE 7 – INSURANCE

7.1 Indemnification -

The CONTRACTOR releases the OWNER Its officials, agents, volunteers and employees (“Indemnified Parties”) from, agrees that the OWNER shall not be liable for and indemnifies the OWNER against, all liabilities, claims, costs and expenses, including out- of-pocket and incidental expenses and legal fees imposed upon, incurred or asserted against the OWNER arising directly or indirectly in whole or in part, out of the negligence or willful act or omission of the CONTRACTOR, its agents or anyone who is directly employed in connection with (i) this Agreement or (ii) the project, including construction of the project and the maintenance, repair and replacement of any improvements which the CONTRACTOR is required to undertake pursuant to this Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the OWNER.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the OWNER in respect of which indemnify may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the CONTRACTOR.

In addition, and regardless of respective fault, CONTRACTOR shall defend, indemnify, and hold harmless the Indemnified Parties for any costs, expenses, and liabilities arising out of a claim, charge or determination that CONTRACTOR’s officers, employees, CONTRACTORS, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing worker’s



compensation, unemployment compensation, social security, Medicare, state of federal taxation, and/or any other similar obligation associated with an employment relationship.

The CONTRACTOR's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Agreement.

7.2 Insurance – requirements shall be as follows:

Workers Compensation – Statutory with Employers Liability as follows:

E.L. (employers' liability) each accident: \$500,000

E.L. disease – each employee: \$500,000

E.L. disease – policy limit: \$500,000

Commercial Auto Liability:

Combined Single Limit (bodily injury and property damage) – each accident:
\$1,000,000

Commercial General Liability:

Each occurrence: \$1,000,000

General Aggregate: \$2,000,000 with per project aggregate endorsement Products/Completed

Operations Aggregate: \$2,000,000

Commercial Umbrella/Excess Liability:

Each Occurrence: \$1,000,000

General Aggregate: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

Owners Liability – Named Insured: The Town of Hanover, NH

The Town of Hanover, NH its officials, agents, volunteers, and employees shall be named as an additional insured for on- going and completed operations on a primary and noncontributory basis by way of certificate of insurance and amendatory endorsement on all liability insurance policies required above.

7.3 The insurance provided herein is to be primary, and no insurance held or owned by the OWNER shall be called upon to contribute to a loss.

7.4 A copy of the required policy endorsements shall be attached to each certificate submitted. CONTRACTOR shall not alter or amend any policy provided by the CONTRACTOR unless CONTRACTOR provides the OWNER with a notice of such alteration in writing no less than thirty-days before the effective date of such a change.

7.5 The OWNER, in its sole discretion, reserves the right to increase or reduce the required limits, or to require other forms of insurance, as deemed appropriate in relation to the scope of a project. For example, some projects may require pollution liability, professional liability, or other specialty coverages.



ARTICLE 8 – COMPLIANCE WITH LAWS

8.1 The CONTRACTOR at all times shall observe and comply with and cause all his agents and employees to observe and comply with all Federal State, and/or local law, rules or regulations, orders or decrees.

ARTICLE 9 – QUALITY OF WORK/ASSIGNMENT

9.1 The CONTRACTOR shall give his personal attention constantly to the faithful prosecution of the WORK, shall keep the same under his personal control. CONTRACTOR shall perform all work in a good and workmanlike fashion and in accordance with all customary and/or established industry best practices.

9.2 CONTRACTOR shall not assign by power of attorney or otherwise, nor subject the WORK or any part thereof, with-out the previous written consent of the OWNER and shall not either legally or equitably assign any of the monies payable under this Agreement or CONTRACTOR's claim thereto, unless by and with the like consent of the OWNER.

ARTICLE 10 – TIME OF BEGINNING WORK

10.1 It is the intent of this contract to have the CONTRACTOR commence field work within the Town on or before _____. However, the actual commencement date may occur earlier based upon discussion between CONTRACTOR and OWNER and all 'date certain' milestones will be agreed upon at that time.

10.2 No work shall begin on any Town right-of-way or town property before 7:00 a.m. and all daily activity shall finish before the hour of 7:00 p.m. unless prior authorization has been granted by the OWNER.

10.3 A schedule shall be provided prior to any work. Any change shall be provided a minimum of 3 business days prior to any work.

ARTICLE 11 – DELAY BY OWNER

11.1 The CONTRACTOR shall have no claim for damages on account of delay but shall be entitled to such additional time wherein to perform and complete this Agreement on CONTRACTOR's part as the TOWN MANAGER shall certify in writing to be just and reasonable.



ARTICLE 12 – TIME OF COMPLETION

12.1 The rate of progress shall be such that WORK shall be performed and completed in accordance with the terms of this Agreement.

12.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and occurrences of such will not relieve the CONTRACTOR from the necessity of maintaining the rate of progress.

12.3 If delays are caused by acts of god, acts of government or State, extra work, or contingencies clearly beyond the control or responsibilities of the CONTRACTOR, the CONTRACTOR shall be entitled to additional time wherein to perform and complete this contract on his part as the OWNER may reasonably grant.

12.4 The CONTRACTOR shall provide a schedule to meet the milestones to be established by the parties following the execution of this Agreement. Changes to the schedule should only be made in accordance with Paragraph 11 of the Agreement. The CONTRACTOR agrees to exercise diligence in the performance of its services consistent with the agreed upon schedule, subject, however, to the generally accepted standards of care for performance of such services.

12.5 Work is expected to be fully complete by August 15, 2024.

12.6 If work has begun and is stopped for any reason (including acts of God) the CONTRACTOR is required to take all necessary care to ensure the public safety and the safeguard of property of the OWNER and the public at all times (satisfactory to the OWNER), at its own expense. or safeguarding the property of the OWNER and the public may be deemed a breach of contract.

ARTICLE 13 – NIGHT AND SUNDAY WORK

13.1 Night work is generally not to be assumed, however, may be requested by the OWNER or CONTRACTOR.

13.2 No Sunday work is permitted, except in the event of an emergency, or extenuating circumstances and to such extent that may be necessary.

ARTICLE 14 – Independent Contractor & Disclaimer of Joint Venture, Partnership, and Agency

14.1 Independent Contractor: CONTRACTOR's relationship with the Town under this Agreement shall be that of an independent contractor. The employees, procedures, equipment, and facilities used by the CONTRACTOR shall at all times be under its



exclusive direction and control. Nothing in this Agreement shall be construed to designate, any of its principals, officers, agents, employees, personnel, contractors and subcontractors as employees or agents of Town within the meaning or application of any federal, state or local law, rule or regulation, including without limitation, laws rules and regulations regarding or related to unemployment benefits, workers' compensation, labor, or taxes of any kind. CONTRACTOR shall assume sole and exclusive responsibility for the payment of wages and all applicable taxes and insurance for its employees and shall require the same of any contractor or subcontractor it retains in connection with this Agreement. CONTRACTOR shall protect indemnify, safe and hold harmless Town from any third-party claims stemming from the subject of this paragraph shall employ only competent persons to do the WORK, and whenever the TOWN MANAGER shall notify the CONTRACTOR in writing that any such persons on the WORK is, in the TOWN MANAGER's opinion, incompetent or acting in a way contrary to the terms or standards provided for in this Agreement, such persons shall be discharged from the WORK and shall not again be employed on it, except with the consent of the TOWN MANAGER.

14.2 Disclaimer of Joint Venture, Partnership, and Agency: This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party unless explicitly contracted to do so.

14.3 CONTRACTOR shall require in its contracts with any subcontractors retained for the project that all subcontractors provide the same insurance coverage, compliance with laws and state regulations and indemnification contained herein.

14.4 CONTRACTOR shall be responsible for paying all subcontractors and shall indemnify, defend, and hold harmless OWNER with regard to any claims, demands, causes of actions, liabilities, judgments, damages, or any other obligations asserted by any subcontractor (including attorney's fees) related to any claims of non-payment asserted by any subcontractor related to the WORK or services provided by subcontractor related, in any way, to this Agreement, as this Agreement may be modified.

14.5 CONTRACTOR shall be required to obtain a payment bond for the full cost of the project which will remain in effect until released upon full completion.

ARTICLE 15 – ACCESS TO WORK

15.1 If, in the opinion of the TOWN MANAGER, public health, safety and welfare are jeopardized, the OWNER reserves the right to access the WORK or any site where WORK is being or has been performed, and, if necessary, employ such individuals, regardless of whether a party to this Agreement, to correction or address such conditions



or defects in the WORK giving rise to the risk to public health, safety, and welfare and may assess the costs and or performance of such work through an adjustment of the Contract Price in accordance with Article 18.

ARTICLE 16 – EXAMINATION OF WORK

16.1 The TOWN MANAGER or designee shall be furnished with every reasonable opportunity and all access for ascertaining that the WORK is in accordance with the requirements and intention of this Agreement, even to the extent of uncovering portions of the WORK.

ARTICLE 17 – DEFECTIVE WORK

17.1 The inspection of the WORK shall not relieve the CONTRACTOR of any of THE CONTRACTOR's obligations to fulfill this Agreement contract as herein prescribed. CONTRACTOR shall correct and address defective work without undue delay and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked or undiscovered by the TOWN MANAGER and accepted or compensated for. If any portions of the WORK are found to be defective before the final acceptance of the whole work, the CONTRACTOR shall forthwith make good such defects in a manner satisfactory to the TOWN MANAGER, and if any material brought upon the ground for use in the WORK shall be rejected by the TOWN MANAGER as unsuitable or not in conformity with the specifications set forth in this Agreement, the CONTRACTOR shall remove such materials from the vicinity of the WORK and make good areas of uncertainty at the CONTRACTOR's expense to the satisfaction of the TOWN MANAGER.

ARTICLE 18 – MISTAKES OF CONTRACTORS

18.1 The CONTRACTOR shall pay the OWNER all expenses, losses, and damages as based on inspection by town employees, agents or representatives incurred in consequence of any defect, omission, or mistake of the CONTRACTOR or the making good thereof.

ARTICLE 19 – RIGHT TO MATERIALS

19.1 Nothing in this contract shall be constructed as vesting in the CONTRACTOR any right of property in any of the materials (concrete, curbing, etc.) placed once having been affixed to the WORK or the soil, but all such materials shall, upon being so, attached or affixed become the property of the OWNER.

ARTICLE 20 – LIMITATIONS AND ALTERATIONS OF WORK



20.1 Changes in the scope of work may be accomplished after execution of this Agreement and without invalidating the Agreement by execution of a “Change Order” or other written agreement specifying a minor change in work, subject to limitations elsewhere in this Agreement.

20.2 A change order shall be based upon written agreement by OWNER and CONTRACTOR and shall specify the change in the work agreed to; as well as any amount of adjustment (if any) in the contract sum, and the extent of the adjustment (if any) in the time for completion under the Agreement.

ARTICLE 21 – EXTRA WORK

21.1 The CONTRACTOR shall perform work incidental to the proper completion of the Agreement.

21.2 Changes to the Scope of Work:

24.3.1. Changes in the scope of work may be accomplished after execution of this Agreement and without invalidating the Agreement by execution of a “Change Order” or other written agreement specifying a minor change in work, subject to limitations elsewhere in this Agreement.

24.3.2 A change order shall be based upon written agreement by OWNER and CONTRACTOR and shall specify the change in the work agreed to; as well as any amount of adjustment (if any) in the contract sum, and the extent of the adjustment (if any) in the time for completion under the Agreement.

21.3 The OWNER and CONTRACTOR may agree to extend this Agreement to an extent to be agreed upon, however not beyond August 15, 2024.

ARTICLE 22 – EXTRA TIME

25.1 When extra work is agreed-upon or required during the progress of WORK, which requires, in the opinion of the TOWN MANAGER, an unavoidable increase of time for the completion of the Agreement, the Parties shall negotiate in good faith a reasonable and suitable extension of the completion for the WORK.

ARTICLE 23 – CLAIMS FOR DAMAGES

23.1 Any controversy arising out of or relating to this contract, or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in the town/city within which the contract shall be principally



performed. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to the Superior Court for the County within which the contract shall be principally performed under RSA Chapter 542.

ARTICLE 24 – ABANDONMENT OF WORK

24.1 If the WORK to be done under this Agreement shall be abandoned, or if this Agreement or any part thereof shall be assigned without the consent by the OWNER or the rate of progress is unreasonably delayed or that the CONTRACTOR has violated any of the provisions of this Agreement, the OWNER may notify the CONTRACTOR by a written order, with a copy mailed to the home office of the Surety, to discontinue all WORK or any part thereof and the OWNER may thereupon by Agreement or otherwise as OWNER may determine, complete the WORK and charge the entire expense of completing the WORK to the CONTRACTOR; and for such completion the OWNER for itself or its CONTRACTORS may take possession of and use or cause to be used in the completion of the WORK, materials, equipment, machinery, implements and tools of every description as may be found at the location of such WORK.

ARTICLE 25 – PRICES OF WORK

25.1 The OWNER shall pay, and the CONTRACTOR shall receive the prices stipulated in the proposal attached hereto as Exhibit D as full compensation for everything furnished and done by the CONTRACTOR under this Agreement and for faithfully completing the work.

ARTICLE 27 – SAFETY AND HEALTH REGULATIONS

27.1 The CONTRACTOR alone is responsible for the safety, efficiency, and adequacy of CONTRACTOR's plant, appliances, and methods and for any damage which may result from the failure or the improper construction, maintenance, or operation.

ARTICLE 28 – LIABILITY OF THE OWNER

28.1 No person, firm, or corporation, other than the signer of this Agreement as CONTRACTOR now has any interest in this Agreement, and CONTRACTOR is aware of no claim to the monies to be paid by OWNER to CONTRACTOR under this Agreement.

28.2 Neither the OWNER, nor any agent of the OWNER, shall be liable for or be held responsible to pay any money except as herein provided.

28.3 The acceptance by the CONTRACTOR of the payment of the final



estimate shall release to the OWNER, and every agent of the OWNER, from all claims or liabilities held by, or that could be asserted by, the CONTRACTOR for anything done or furnished for or relating to the WORK.

28.4 Under no circumstances shall OWNER's liability under this Agreement exceed the agreed-upon price to be paid by the OWNER under this Agreement.

ARTICLE 29 – GUARANTEES

29.1 CONTRACTOR guarantees that the work to be done under this contract and the materials to be furnished by him for use in the construction of the same will be free from defects or flaws. **This labor warranty shall be for a period of 24 months after the date of acceptance.**

29.2 It is hereby agreed and understood that this warranty shall not include repairs made necessary for any cause other than defective work or materials furnished by the CONTRACTOR. The Town will conduct a warranty inspection with a third-party inspector to verify there is no defects that need to be repaired prior to the end of the guarantee period.

ARTICLE 30 – TERMINATION

30.1 Upon fourteen calendar (14) days written notice to the CONTRACTOR, OWNER may without cause and without prejudice to any other right of remedy, elect to abandon the PROJECT and terminate the Agreement. In such a case, CONTRACTOR shall be paid for all WORK performed at the contract prices prior to the date of termination as its sole remedy.

ARTICLE 31 - PAYMENT TERMS

- 1) The CONTRACTOR shall bill the OWNER on a monthly basis with each invoice being issued on or after the first of each month for the actual quantities put in place and WORK provided and accepted by the OWNER.
- 2) The OWNER shall pay within 30 days following receipt of an invoice.
- 3) The TOWN is exempt from the state's sales and use tax as well as all federal excise taxes.
- 4) Should any items contained in the bid form be found unnecessary for the completion of the WORK, the OWNER may eliminate such items from the AGREEMENT, and such action shall in no way invalidate the AGREEMENT, and OWNER shall not be required to pay CONTRACTOR for such WORK that is not actually performed or that is otherwise eliminated.
- 5) The OWNER may increase or decrease the quantities of items included in the Bid based upon actual numbers of units and price.



6) Final Payment will be due when the CONTRACTOR has completed all WORK, the CONTRACTOR has submitted all required paperwork, and the quality of the WORK is determined by the OWNER to be in accordance with the Agreement (subject to tests required under these contract documents).

The Town waives any retainage requirement for this project. All payments to the Contractor will be based on the payment schedule noted above.

ARTICLE 32 – CONTRACTOR’S REPRESENTATIONS

CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.