

SECTION 00500

CONTRACT AGREEMENT

THIS AGREEMENT (herein and elsewhere also referred to as "Contract Agreement", or "Contract", or "Agreement" is dated as of the 25th day of June in the year 2013, by and between The Town of Winchester (hereinafter called OWNER) and The selected bidder (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

***WALKER FIELD
RESTROOM FACILITY
WINSTED, CONNECTICUT***

ARTICLE 2. ENGINEER

The Project has been designed by Laurel Engineering, LLC Winsted, Connecticut. The Owner will appoint an Owner's representative to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents, in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 Work on the site shall commence July 8th, 2013. Work shall be completed within 60 consecutive calendar days from the date of execution of Agreement, but no later than August 24th, 2013.

3.2 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner FIVE HUNDRED DOLLARS (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for Completion until the Work is complete.

ARTICLE 4. CONTRACT PRICE

4.1 This is a lump sum contract.

ARTICLE 5. PAYMENT AND RETAINAGE

5.1 Progress Payments

5.1.1 The Contractor may submit Applications for Payment to the Owner not more frequently than once per month. The Application for payment shall be submitted on AIA Documents G702 and G703. The Application for Payment shall include all items of the Contract, the actual quantities installed or services performed and documentation to substantiate the quantities. No payments will be made for material stored on site. Progress payments will be made for partially complete work which is in place.

5.1.2 The Contractor shall submit certified copies of the Application for Payment to the Engineer for review and approval. Within 10 days after receipt of each Application for Payment, the Engineer shall indicate in writing his approval of the Application to the Owner or return the Application to the Contractor indicating, in writing, his reasons for refusing to approve payment. In the latter case, the Contractor shall make the necessary corrections and resubmit the Application. Within 30 days of receipt of the approved Application for Payment, the Owner shall pay the Contractor.

5.2 Retainage

The Owner shall retain ten (10) percent of payment for all work complete. Payment retainage will be released to the Contractor within 90 days of Project Acceptance by the Owner.

5.3 Final Payment

- 5.3.1 The Owner reserves the right to retain the final payment for a period of thirty days after the certificate of completion is issued.
- 5.3.2 All prior estimates and payments, including those relating to extra or additional work, shall be subject to correction by the final payment.
- 5.3.3 No payment, final or partial, shall act as a release to the Contractor, or his sureties, from any obligations under this contract.
- 5.3.4 The acceptance by the Contractor of final payment shall be a release to the Owner of all claims by the Contractor.

ARTICLE 6 INTEREST AND TAXES

Interest will not be paid on any outstanding balance due to the Contractor.

All tax liabilities shall be assumed by the Contractor.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations.

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress performance or furnishing of the Work.

- 7.2 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities at, or contiguous to, the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Facilities are, or will be, required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 7.3 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer, is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

- 8.1 The Contract Documents include all documents and specifications listed in Section 00003 "Table of Contents" including all documents referenced in any Section or Article therein.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each bind itself, its partners, successors, assigns and legal representative to the other party hereto, in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. EXECUTION OF CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counter part each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on June 25, 2013.

OWNER

CONTRACTOR

Town of Winchester

Hamm LLC CONTRACTORS

By [Signature]

3607 Winsted Rd Torrington Ct.
By [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest Sydney A. Lemire

Attest Sydney A. Lemire

Address for giving notices

Address for giving notices

338 Main Street

SAME AS ABOVE

Winsted, CT. 06098

License No. PLM 0208467 - P7

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION