

**TOWN OF ANDOVER
CONSTRUCTION CONTRACT
(PROJECTS \$100,000.00 AND OVER)**

OWNER - CONTRACTOR AGREEMENT

PROJECT: WATER TREATMENT PLANT ELECTRICAL UPGRADE

This agreement ("Contract") is made as of the 30th day of NOV, 2020, by and between the Town of Andover ("Town" or "Owner") with a principal place of business at 36 Bartlet Street, Andover, MA 01810, and Amese Elect a corporation with a principal place of business at Weymouth, MA, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Town and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the construction of Water Treatment Plant Electrical Upgrade, Contract No. 005/07-20/301, in accordance with and as described in the Plans and Specifications dated August 2020, prepared by CDM Smith ("Designer"), as modified by Addenda Nos. ___ dated _____, 2020.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall, by 488 calendar days, bring the Work to Final Acceptance. Time is of the essence of this Contract.

Article 3. Contract Price. The Town shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of \$ 3,358,000.00 . (\$ _____). The Unit Prices, if any, approved by the Town are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s):

Article 4. Approved Subcontractors. The Subcontractors listed in the Contractor's General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Town's verification that they have complied with state corporation and partnership registration laws. No other Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Town.

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor

further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- Invitation to Bid
- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner — Contractor Agreement
- The General Conditions of the Contract
- The Plans, Specifications, Project Manual and Drawings, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 7. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages: The applicable goals, if any, for minority business enterprise and woman business enterprise participation established for this Contract are as follows:

The Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation goal for this Contract is a combined goal of 0 % of the Contract Price.

The applicable minority workforce utilization percentage is 0 %.

The applicable women workforce utilization percentage is 0 %.

Article 8. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$ 1,000 per day

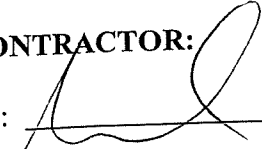
Article 9. Subject to Appropriation. Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The Town may immediately terminate or suspend this Agreement without liability on the part of the Town for damages, penalties or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

Article 10. Additional Insurance Provisions. The insurance requirements set forth in Article XIII of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate

under seal as of the date set forth above.

CONTRACTOR:

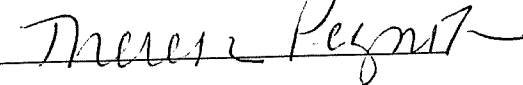
By: 

Name: Melanie Legge

Title: President - Annese Electrical Services, Inc.

Date: 10/28/20

TOWN:

By: 

Name: Theresa Peznola

Title: Purchasing Agent

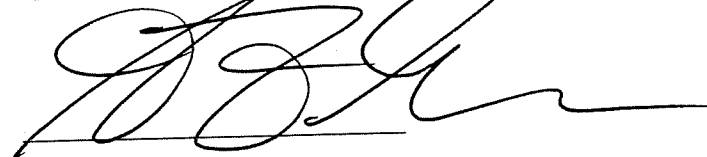
Date: 11-16-2020

By: 

Name: Christopher M. Cronin

Title: Division/Department Head

Date: Nov. 16, 2020

By: 

Name : Andrew Flanagan

Title: Town Manager

Date: 11/30/20

Approved as to Form:

By: Thomas Urbel's

Name: THOMAS URBEL'S

Title: Town Counsel

Date: 11/23/2020

Certified as to Availability of Funds (M.G.L. c. 44 s. 31C)

[Signature]
Town Accountant

Amount

74080-5954

Fund
A27-18