



Effective Date: \_\_\_\_\_

Completions Date: \_\_\_\_\_

Subject: \_\_\_\_\_

The Town of Meredith, New Hampshire and the Contractor hereby mutually agree as follows:

#### GENERAL PROVISIONS

##### Identifications and Definitions.

1.1 Municipality Name <b>Town of Meredith</b>		1.2 Municipality Address <b>41 Main Street, Meredith, NH 03253</b>	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Official for Municipality: <b>Judie Milner, Town Manager</b>		1.10 Municipality Telephone Number <b>603-279-4538</b>	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 Municipality Signature:		1.15 Name/Title of Municipality Signor(s) <b>Judie Milner, Town Manager</b>	
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.  The Town of Meredith, New Hampshire, ("the Town"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in RFP _____ incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES.  3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Municipality and the Contractor approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in the applicable RFP precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the Town shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT.  Notwithstanding anything in this agreement to the contrary, all obligations of the Town hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Town be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the Town shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The Town shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. **CONTRACT PRICE: LIMITATION ON PRE-PAYMENT.** The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein. The payment by the Town of the Contract Price shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The Town shall have no liability to the Contractor other than the contract price. The Town reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances in no event shall total of all payment authorized or actually made hereunder exceed the price limitation set forth in Block 1.8 of these general provisions.
6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. During the term of the Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60), and with any rules and regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the Town of Meredith, the State of NH or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.
7. **PERSONNEL.** The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws. The Contractor shall not hire and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the Town or who is a Town Official or employee, elected or appointed. The Contracting Official specified in block 1.9, or his or her successor shall be the Town's representative. In the event of any dispute concerning the interpretation of the Agreement, the Contracting official's decision shall be final.
8. **EVENT OF DEFAULT, REMEDIES.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"); failure to perform the Services satisfactorily or on schedule; or failure to submit any report required hereunder; or failure to perform any other covenant or condition of the Agreement. Upon the occurrence of any Event of Default the Town may take any one or more, or all of the following actions: give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement effective two (2) days after giving the Contractor notice of termination; and give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the Town determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and set off against any obligation the Town may owe to the Contractor any damages the Town suffers by reason of any Event of Default; and treat the agreement as breached and pursue any of its remedies at law or in equity or both.
9. **DATA; ACCESS; CONFIDENTIALITY; PRESERVATION.** As used in the Agreement, the "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of this Agreement, including but not limited to all studies, reports, files, formulae, surveys, maps, charts, sound recording, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents all whether finished or unfinished. On and after the Effective Date, all data and any property, which has been received from the Town or purchased with funds provided for that purpose under this Agreement, shall be the property of the Town and shall be returned to the Town upon demand or upon termination of this Agreement for any reason. Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the Town.
10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Official not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the applicable RFP.
11. **CONTACTOR'S RELATION TO THE TOWN.** In performance of this agreement the Contractor is in all respects an independent contractor and is neither an agent nor an employee of the Town. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Town or receive any benefits, worker's compensation or other emoluments proved by the Town to its employees.
12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Town. None of the Services shall be delegated or subcontracted by the Contractor without prior written consent of the Town.
13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the Town, its officers and employees from and against any and all losses suffered by the Town, its officers and employees and any and all claims, liabilities or penalties asserted against the Town, its officers and employees by or on behalf of any person, on account of, bases or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town, which immunity hereby reserved to the Town. This covenant shall survive the termination of this Agreement.
14. **INSURANCE AND BOND.** The Contractor shall, at its sole expense obtain and maintain in force and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Town, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and Fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property. The policies described shall be the standard form employed by the Town of Meredith, issued by underwriters acceptable to the Town, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the Town.
15. **WAIVER OF BREACH.** No failure by the Town to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the Town to enforce each and all of the provision hereof upon any further or other default on the part of the Contractor.
16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address given in blocks 1.2 and 1.4.
17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by Town officials.
18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
20. **SPECIAL PROVISIONS.** Any special provisions must be in writing and agreed upon by both parties as and can only be authorized by the officials in 1.9 and 1.12.
21. **DELIVERY DATE.** The date specified in 1.6 is the deadline in which delivery must be completed with no exceptions to the signed contract unless changes are agreed upon by both parties.
22. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between parties and supersedes all prior agreement and understandings relating hereto.