

Town Of Kittery

INVITATION TO BID

2 OKOFEN Pellet Boilers

Sealed bids for furnishing the town of Kittery, Maine with two 2 OKOFEN Pellet Boilers including installation, as per specifications will be received by the town Manager, Municipal Building, 200 Rogers Road Ext., Kittery ME, 03904 until 2:30 PM, Wednesday, August 10, 2011, at which time they will be publicly opened and read. Proposals will be submitted in sealed envelopes, plainly marked: "Proposal for **2 OKOFEN Pellet Boilers and Installation**". No facsimiles. Specifications may be obtained at Kittery sewer Department or call George or Eric @ 1-207-439-4646. Bid package and Forms are available at www.kittery.org under Community News or by contacting The Town Manager.

Jon Carter
Town Manager

INVITATION FOR BIDS
INSTRUCTION TO BIDDERS AND GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL

Proposals shall be submitted on vendor's stationary and placed in a sealed envelope marked clearly on the outside " **Pellet Boilers & Installation**" The envelope shall be addressed to Office of the Town Manager, Attention: Jon Carter, 200 Rogers Road. Bid to be publicly opened and read aloud 2:30PM on August 10, 2011 in the Council Chambers, 200 Rogers Road, Kittery, Maine 03904. No bid facsimile will be allowed.

2. WARRANTIES, BROCHURE, MANUALS

All warranties and a descriptive brochure describing the equipment shall be enclosed in the bid proposal.

3. STANDARDS

All equipment proposed shall be absolutely new. The dealer shall state in the proposal the name and model number of the equipment being offered, and shall include with the bid, a catalog or brochure marked to indicate the equipment being bid. Any equivalent equipment or features and any additional features to that described in the specifications shall be so noted in the proposal.

There shall be, within the southern Maine and southern New Hampshire area, a technician available to provide repair service for any make of equipment that a bidder offers in this proposal.

Pellet Boilers and installation must be ASME compliant with all local ordinances and State of Maine laws and regulations.

4. DISCOUNTS

The Town of Kittery, Maine pays its bills in full on or within thirty (30) days following delivery of merchandise or services and receipt of bills for all items covered by the Town's Agreement with Contractor.

5. EXEMPTION FROM TAXES

The Town is exempt from payment of Federal Excise Taxes on articles not for resale, Federal Transportation Tax on all shipments, and Maine State Sales Tax and Use Taxes. All bidders should quote a net price exclusive of these taxes on equipment delivered to the Kittery Town Hall, 200 Rogers Road, Kittery, Maine. If requested, exemption certificates will be furnished with the Purchase Order.

6. TRANSPORTATION CHARGES

All transportation and delivery charges including expense for freight, transfer, mail, etc., shall be prepaid and be at the expense of the Bidder unless otherwise specified in the bid.

7. DAMAGE REPAIR: The Bidder will be held responsible for all damages to the equipment until it is delivered, installed, and operational by the Town of Kittery.

8. DEFAULT

In case of default by the Bidder, the Town of Kittery reserves the right to procure the services from other sources and charge any excess cost occurred thereby to the Bidder. However, the Bidder shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, Act of God, or any other cause, which by reasonable diligence could not be prevented.

9. BID OPENINGS

All bids will be opened publicly and bidders or their representatives may be present at the bid opening. The bids will be available for public inspection after opening, but abstracts will not be prepared for distribution by the Town.

10. ADDENDA

Should a bidder find discrepancies in or omissions from the specifications or other contract documents, or should a bidder be in doubt as to their meaning, the bidder shall, at once, notify the Town Manager, who will send instructions in the form of written addenda to all bidders. Any questions concerning the bid should be addressed to George Kathios, Sewer Supt., 18 Dennett Road, Kittery , Maine 207-439-4646 during the hours of 8:00 a.m. to 4:00 p.m. (Monday-Friday) or by email at Gkathios@Kitteryme.org .

11. TERM OF BID

No bidder may withdraw a bid for a period of thirty (30) days after the actual date of the bid opening.

12. DELIVERY DATE

The time of proposed delivery of services must be stated in definite terms in the bid. The delivery date shall be confirmed at the time of the order.

13. REFERENCES

Bidder will supply at least three area locations of product installation with addresses and contact of each.

14. AWARD OF CONTRACT

Award will be made to the lowest responsible bidder considering Chapter 3.2 Purchasing System sub-section 3.2.3 Vendor Selection of the Kittery Code of Ordinances. Copy of the Town Contract is attached and made a part of the bid document that will be used following award of the bid. Provisions and conditions cited in the Contract are required and conditional for award of the bid.

The Town of Kittery reserves the right to waive any informality in the bids, to accept any bid or section(s) of the bid, and to reject any or all bids should it be deemed in the best interest of the Town to do so.

JONATHAN L. CARTER
Town Manager

Town Of Kittery

**Sewer Department
18 Dennett RD
Kittery Me 03904**

Scope of Work Pellet Boiler Installation

Main Plant and Headwork's Building

- 1. Install Okofen 56 KW Pellet Boiler in existing Boiler room in Main Plant Building.**
- 2. Install Flexilo Spring bag 9 ton pellet storage in Equipment room.**
- 3. Run feed suction hoses from pellet storage bag to pellet Boiler.**
- 4. Run fill piping through block wall into shop garage per specification.**
- 5. Install vacuum system metering unit.**
- 6. Install 1 ¼ copper pipe from boiler up and along ceiling the back of the equipment room to insulated pipe connection.**
- 7. Lay insulated pipe underground 2' deep 386' from main building to Headwork's building. (Ditch will be dug and backfilled by others.).**
- 8. Install 7" stainless steel pipe in existing chimney.**
- 9. Install heating controller**
- 10. Install electrical wiring for controls Install plumbing for all heat plumbing.**
- 11. Install modine heater in headwork's building.**

Town Of Kittery

**Sewer Department
18 Dennett RD
Kittery Me 03904**

Installation of ASME PES56 Pellet Boiler RE: Main Building- OKOFEN Pellet Boiler

- 1. ASME PES56- Pellet Boiler 56 KW with vacuum & ash removal**
- 2. Flexilo with spring bag-KGT2626 Flexilo 9 ton pellet storage.**
- 3. 12104720- Boiler side pellet suction hose 66'.**
- 4. S106hs- Flexilo Fill Unit.**
- 5. SWS- M Vacuum system Metering Unit.**
- 6. ZR100-4"x39.37" Pipe.**
- 7. ZB90-4" 90 Deg Curve Pipe.**
- 8. ZE050-4"x2-173/4 Length Equalizing Pipe.**
- 9. Insul Pex- 11/4 two pipe for remote building – 386'.**
- 10. Install 7"stainless steel smoke pipe thru existing chimney.**
- 11. Install E1307 us heating controller.**
- 12. Electrical wiring for controls.**
- 13. Plumbing for all heat piping.**

Any Questions: Please Call George Kathios at 1-207-439-4646

Town Of Kittery

**Sewer Department
18 Dennett RD
Kittery Me 03904**

Scope of Work Pellet Boiler Installation Centrifuge and Blower Building

- 1. Install Okofen 56 KW Pellet Boiler in container in back of centrifuge building. (Container will be provided by others.).**
- 2. Install 13 ton Galvanized silo on concrete pad. (Concrete pad poured by others).**
- 3. Run feed suction hoses from pellet storage silo to pellet Boiler.**
- 4. Install container on concrete pad. (Container and concrete pad will be provided by others.).**
- 5. Install vacuum system metering unit.**
- 6. Install 1 ¼" copper from modine heaters to insulated pipe connection.**
- 7. Lay insulated pipe underground 2' deep from boiler to centrifuge and blower building. (Ditch will be dug and backfilled by others.).**
- 8. Install 7" stainless steel metalbestos chimney and roof supports 12" with cap.**
- 9. Install heating controller for five zones.**
- 10. Install electrical wiring for controls Install plumbing for all heat plumbing.**
- 11. Remove five existing propane heaters and gas plumbing three in centrifuge building and two in blower building.**
- 12. Install three modine heaters in centrifuge building and two in blower building.**
- 13. Install all plumbing and circulator zones in boiler containment building to the five modine heaters. (Container will be insulated and painted by others.).**

Town Of Kittery

**Sewer Department
18 Dennett RD
Kittery Me 03904**

Installation of ASME PES56 Pellet Boiler RE: Centrifuge and Blower Building- OKOFEN Pellet Boiler

- 1. ASME PES36- Pellet Boiler 56 KW with vacuum & ash removal**
- 2. Galvanized 13 ton silo GSI 9' DIA w/45 Deg Hopper.**
- 3. 12104720- Boiler side pellet suction hose 66'.**
- 4. S106hs- Flexilo Fill Unit.**
- 5. SWS- M Vacuum system Metering Unit.**
- 6. ZR100-4"x39.37" Pipe.**
- 7. ZB90-4" 90 Deg Curve Pipe.**
- 8. ZE050-4"x2-17 3/4 Length Equalizing Pipe.**
- 9. Insul Pex- 1 1/4 two pipe- heat piping for steel building and brick building
20' to steel building and 80' to brick building.**
- 10. Metalbestos Chimney 7" – roof top support Unit., 12" with cap.**
- 11. Install E1307 us heating controller 7 zones.**
- 12. Electrical wiring for controls.**
- 13. Removal of 7 existing heaters- Gas fired.**
- 14. Plumbing for all Modene unit heaters .**
- 15. Provide 4-29,000 BTU Modine unit Heaters.**
- 16. Provide-3 24,000 BTU Modine unit Heaters.**
- 17. Honeywell high/low limit switches.**

Any Questions: Please Call George Kathios at 1-207-439-4646

Contractor's Name _____

Address _____

City/State/Zip _____

Telephone Number _____ Fax Number _____

Authorized Company Representative _____

OKOFEN ASME PES56-PES56 Pellet Boilers)
EQUIPPED AS PER SPECIFICATIONS AND INSTALLED:) \$ _____

By my signature below, I confirm that all specifications have been met other than those listed below:

Authorized Signature

Date

Title

Where a specification cannot be met the contractors should so indicate or explain below (use the back of this form if necessary):

The Town of Kittery reserves the right to waive any informalities in bids, to accept any bid, and to reject any or all bids, should it be deemed for the best interest of the Town to do so.

Bid accepted by:

Jonathan Carter, Town Manager
200 Rogers Road
Kittery, ME 03904

Acceptance Signature: _____ Date: _____

Town of Kittery

Municipal Complex

200 Rogers Road

Kittery, Maine 03904

Kittery Sewer Department

Pellet Boilers and Installation Servi

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by and between the Town of Kittery under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled: Pellet Boiler and Installation issued under date of DATE _____, 2011 by Jonathan Carter, Town of Kittery Administrator and shall do so in accordance with the Contractor's Proposal dated DATE _____, 2011 which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, and other Services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of the products and Services developed and

provided hereunder, or willful or negligent non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall be commenced by _____ and substantially completed on or before _____.

Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$ 100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

IV. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$ _____ (the "Contract Price").

V. PROGRESS PAYMENTS

CONTRACTOR shall submit for OWNER'S Approval, monthly invoices for the Services performed hereunder in the previous month. The OWNER shall pay CONTRACTOR such approved amounts within thirty (30) days from OWNER'S receipt of said invoice.

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

VI. GUARANTEE

A. To the extent construction or materials are provided in the provision of Services hereunder, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER's written acceptance of this project, and agree to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such Services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VII. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR.

VIII. OWNER'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event

of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

IX. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the OWNER, the following insurance coverages:

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies are to list the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverage's required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

X. INDEMNIFICATION

1. The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of Services under this Agreement by CONTRACTOR, its subcontractors, their agents, representatives or employees.

XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

XII. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XIV. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work, materials or Services.

XV. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services, and at the completion of the Services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR.

XVI. FINAL PAYMENT

Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Services have been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the Architect.

XVII. OWNERSHIP OF DOCUMENTS

All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of Services under this

Agreement or sooner upon OWNER's request or the termination of this Agreement. The CONTRACTOR shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONTRACTOR by the OWNER. The OWNER agrees that it will not use the construction plans and specifications developed under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

XVIII. DISCLAIMER

CONTRACTOR has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement.

XIX. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited, to strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XX. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XI. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER:	Jonathan Carter, Town of Kittery Town Manager Town of Kittery 200 Rogers Road Kittery, Maine 03904
TO CONTRACTOR:	

XXII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

XXIII. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, Maine and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

XIV. RELEASE OF INFORMATION

During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

XV. EXTENT OF AGREEMENT

This Agreement (and the _____ attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OWNER
Witness By: _____
_____ Town of Kittery –Town Manager

CONTRACTOR
Witness By: _____
_____ Its _____