

SECTION 00500 - AGREEMENT

This Agreement, made this 16th day of December, 2024 between the Owner and the Contractor.

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

ARTICLE 1 - WORK

1.01 The Contractor shall complete all services as specified or indicated in the Contract.

ARTICLE 2 - CONTRACT TERM

2.01 The Contract Term shall be for a period of five (5) years from the Effective Date, unless previously terminated pursuant to this Contract.

ARTICLE 3 - CONTRACT PRICE

3.01 The Owner shall pay the Contractor for services rendered in accordance with the Contract an amount in current funds equal to the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

4.01 The Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents, and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the site and become familiar with and is satisfied as to the general, local conditions of the Owner's Facility that may affect cost, progress, and performance of the work.
- C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary data concerning the Contract.
- E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Contract at the Contract Price, and in accordance with the other terms and conditions of the Contract Documents.
- F. The Contractor is aware of the general nature of service to be performed by the Owner and others at the Owner's Facility that relates to the service as indicated in the Contract Documents.
- G. The Contractor has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that The Contractor has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable to The Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 00500-1 to 00500-3, inclusive);
 2. General Conditions (pages 00700-1 to 00700-5, inclusive);
 3. Coordination (page 01310-1);
 4. Sludge Transportation Services (pages 13260-1 to 13260-3, inclusive);
 5. Appendix A;
 6. Addenda (numbers ____ to ____, inclusive);
 7. Exhibits to this Agreement (enumerated as follows):
 - A. Contractor's Bid (pages 00410-1 to 00410-11, with attachments thereto, inclusive)
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - A. Written Amendments.
 - B. The documents listed in paragraph 5.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 5.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on January 1st, 20245
(which is the Effective Date of the Agreement).

OWNER:

[Signature]
By: Mark J. Penney, CEO

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

4 Market Street
PO Box 168
Collingsville CT 06022

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Certified as to the availability of funds:

Date: _____

CONTRACTOR:

[Signature]
By: HARRY H. STONE III V.P.

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

313 MAIN STREET NORTH
SOUTHURY, CT 06488

License No. CT083
(Where applicable)

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

Signed: [Signature]

Title: VP

*** END OF SECTION ***