

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

DOCUMENT xxxxx  
CONTRACT BETWEEN CONTRACTOR AND OWNER

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ duly organized by law and having a usual place of business at \_\_\_\_\_ in the County of \_\_\_\_\_, hereinafter called "CONTRACTOR", and the TOWN OF NANTUCKET, a municipal corporation organized by law and located in Nantucket County in said Commonwealth, acting by and through its \_\_\_\_\_, hereinafter called "TOWN" and sometimes referred to as the "OWNER" in the Contract Documents.

WITNESSETH THAT:

WHEREAS, the TOWN issued its Request for Proposals ("RFP") released \_\_\_\_\_, 2023 for the Nantucket Seasonal Housing via Modular Construction Project in the Town of Nantucket, as per specifications and associated requirements including in that certain Project Manual issued \_\_\_\_\_, 2023 (the "Project"); and

WHEREAS, the CONTRACTOR represents that it is duly qualified in this field, and has proposed and offered to do all the work as required by the TOWN, when requested by the \_\_\_\_\_, or his designee; and

WHEREAS, the TOWN has accepted the CONTRACTOR's Proposal, subject to the conditions and CONTRACT herein contained.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

- 1 -

The CONTRACTOR agrees that it will furnish all the labor, materials, equipment, tools, appliances, etc. necessary for the Project, as requested by the \_\_\_\_\_, and do all other related work in connection therewith, in strict accordance with the specifications and requirements, in a good workmanlike manner, and that work will commence upon issuance of a "Notice to Proceed" issued by the \_\_\_\_\_ and shall be substantially completed by, \_\_\_\_\_, 20\_\_ all work in strict accordance with the specifications and requirements, and will perform such work in a good workmanlike manner.

The CONTRACTOR agrees that they shall pay the TOWN as liquidated damages the sum of \$\_\_\_\_\_.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for such Completion.

When Substantial Completion has been achieved, the CONTRACTOR shall notify the TOWN, its designated representative(s) and the Architect in writing and shall furnish to the Architect, and the TOWN a listing of those matters yet to be finished. The TOWN and the Architect will thereupon conduct an inspection to confirm that the work is in fact substantially completed, with written approval of the TOWN. Upon its confirmation that the CONTRACTOR's work is substantially complete, the Architect, upon written authorization from the TOWN; will so notify the TOWN and the CONTRACTOR in writing and will therein set forth the date of Substantial Completion. If the Architect, through its inspection, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the CONTRACTOR shall bear the cost of such repeat inspection(s).

The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, upon written authorization from the TOWN, the Project is at a level of substantial completion in strict compliance with this CONTRACT such that the TOWN or its designee can enjoy beneficial use or occupancy

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

and can use or operate it in all respects, for its intended use. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

- 2 -

The RFP, Project Manual, and any and all Contract Forms, General Conditions, Special Conditions, Requirements, Technical Specifications, Drawings, Payment and Performance Bonds, and the Schedule of Minimum Wage Rates, as established by the Commissioner of Labor and Industries are made a part of this CONTRACT (collectively, the "Contract Documents").

- 3 -

The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this CONTRACT, shop drawings, and other submittals and shall give written notice to the TOWN and the Architect of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents before proceeding with the affected work. The express or implied approval by the TOWN or the Architect of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this CONTRACT. The TOWN has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE TOWN MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The CONTRACTOR again hereby acknowledges and represents that it has reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and the CONTRACTOR has not, does not, and will not rely upon any representations or warranties by the TOWN concerning such documents, as no such representations or warranties have been or are hereby made. In the event of any conflict, discrepancy, or inconsistency among any of the documents, which make up this CONTRACT, THE FOLLOWING SHALL CONTROL:

1. As between figures given on plans and scaled measurements, the figures shall govern;
2. As between large scale plans and small scale plans, the large scale plans govern;
3. As between plans and specifications, the requirements of the specifications shall govern;
4. As between this document and the plans and specifications, this document shall govern.

- 4 -

The work to be done under this CONTRACT, including the furnishing of materials and labor necessary in connection therewith must, in all respects, notwithstanding any provision herein to the contrary or inconsistent therewith, meet with the approval of the TOWN.

- 5 -

Payments under this CONTRACT shall not exceed \_\_\_\_\_ Dollars; the CONTRACTOR shall prepare and present to the TOWN and the Architect the CONTRACTOR's Schedule of Values apportioning the CONTRACT price among the different elements of the Project for purposes of periodic and final payment. The CONTRACTOR's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the TOWN requests. The CONTRACTOR shall not

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this CONTRACT. The CONTRACTOR's Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the Architect, and the TOWN.

When payment is received from the TOWN, the CONTRACTOR shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment.

Notwithstanding any contrary language in any of the contract documents regarding the payment provision, such shall be defined by the terms of this contract, which provision shall govern over any such conflicting provisions of any other contract language.

Extra work is defined as work other than that required either expressed or implied by the Contract in its present form. All extra work shall be approved in writing by the Architect and shall be paid for through the issuance of a change order. A change order is defined as a written order issued by the OWNER to the Contractor directing certain changes, additions or reductions in the work or in the materials or methods to be used.

The CONTRACTOR shall not be entitled to damages for any delay regardless of the cause of the same. The CONTRACTOR'S only remedy in the event of a delay shall be an extension of the contract time and only to the extent authorized by the Contract Documents.

- 6 -

The TOWN shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the CONTRACTOR due to:

1. The quality of a portion, or all, of the CONTRACTOR's work not being in accordance with the requirements of this CONTRACT;
2. The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise;
3. The CONTRACTOR's rate of progress being such that, in the TOWN's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The CONTRACTOR's failure to use CONTRACT funds, previously paid the CONTRACTOR by the TOWN, to pay CONTRACTOR's Project-related obligations including, but not limited to, subcontractors, laborers and material equipment suppliers;
5. Claims made, or likely to be made, against the TOWN or its property;
6. Loss caused by the CONTRACTOR;
7. The CONTRACTOR's failure or refusal to perform any of its obligations to the TOWN.

In the event that the TOWN makes written demand upon the CONTRACTOR for amounts previously paid by the TOWN as contemplated in this Subparagraph 6, the CONTRACTOR shall promptly comply with such demand.

- 7 -

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

- 8 -

Each and every provision of law required to be inserted in this CONTRACT shall be deemed to be inserted herein, and the CONTRACT shall be read and enforced as though they were so included. The CONTRACTOR agrees to comply with all provisions of law applicable to this CONTRACT, including but not limited to General Laws Chapter 149, including without limitation Sections 26 thru 27H, Chapter 30, and all related sections, including amendments thereto, in performing all work under this CONTRACT, and the provisions of said sections are made a part of this CONTRACT and are to be considered as covenants, terms and conditions hereof as though all the provisions were specifically incorporated herein, and the provisions of the said sections shall apply even though it may appear that the provisions of the said sections are not applicable to the work of the type to be performed under this CONTRACT. The said CONTRACTOR agrees to pay the wage Scale, as established by the Commissioner of Labor and Industries, a copy of which is included in the contract documents and the CONTRACTOR further agrees that, in the event that there are employees that are to be employed by the TOWN, then the said CONTRACTOR agrees that it will pay the Schedule of Wages, as determined by the said Commissioner of Labor and Industries, under the provisions of General Laws, Chapter 149, Sections 26 thru 27H, and the amendments thereto.

- 9 -

CONTRACTOR agrees that before commencing any work to be done under this CONTRACT, it shall provide, at its own cost and expense, insurance for the payment of compensation and the furnishing of other benefits under the provisions of General Laws, Chapter 152, and amendments thereto, to cover all employees to be employed by the CONTRACTOR in connection with the work to be done under this CONTRACT; and the said CONTRACTOR agrees that it shall continue in force and effect said policy of insurance during the period covered by this CONTRACT. Failure to provide and continue in force said insurance shall be deemed a material breach of this CONTRACT and shall operate, without notice of any kind to the said CONTRACTOR, as an immediate termination of this CONTRACT.

In the event that the TOWN should be obliged or required to pay compensation or fringe benefits to any of CONTRACTOR's employees, in accordance with the provisions of General Laws, Chapter 152, and amendments thereto, CONTRACTOR agrees that it will reimburse and indemnify the said TOWN from any payments it may be obliged or required to make under the provisions of General Laws, Chapter 152, and amendments thereto. The provisions of this paragraph shall survive the termination or expiration of this CONTRACT.

- 10 -

The CONTRACTOR, within fifteen (15) days of commencing the work, shall provide to the TOWN and the Architect, and comply with, the CONTRACTOR's schedule for completing the work. Such schedule shall be in a form acceptable to the TOWN. The CONTRACTOR's schedule shall be updated no less frequently than monthly and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the TOWN and the Architect. Strict compliance with the requirements of this paragraph shall be a condition precedent to payment to the CONTRACTOR, and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this CONTRACT.

The CONTRACTOR shall keep an updated copy of this CONTRACT at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the TOWN and the Architect at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the TOWN and shall become the property of the TOWN.

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

The CONTRACTOR, within fifteen (15) days of commencing the work, shall provide to the TOWN and the Architect, and comply with, the CONTRACTOR's schedule for submitting shop drawings. Shop drawings and other submittals from the CONTRACTOR do not constitute a part of the CONTRACT. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Architect. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Architect or the TOWN shall not be evidence that work installed pursuant thereto conforms with the requirements of this CONTRACT. The TOWN and the Architect shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The CONTRACTOR shall have the duty to carefully review inspect and examine any and all submittals before submission of same to the TOWN or the Architect.

- 11 -

The CONTRACTOR shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

- 12 -

At all times relevant to this CONTRACT, the CONTRACTOR shall permit the TOWN and the Architect to enter upon the Project site and to review or inspect the work without formality or other procedure.

- 13 -

In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this CONTRACT or in violation of a directive from the TOWN or the Architect, such work shall be uncovered and displayed for the TOWN's or Architect's inspection upon request, and shall be reworked at no cost in time or money to the TOWN.

The CONTRACTOR shall, at no cost in time or money to the TOWN, correct work rejected by the TOWN or by the Architect as defective or failing to conform to this CONTRACT. Additionally, the CONTRACTOR shall reimburse the TOWN for all testing, inspections and other expenses incurred as a result thereof.

Notwithstanding any other procedure set forth in any of the contract documents regarding the provisions for change orders or amendments to the contract, no change order or amendment provision shall in any way alter the requirements of this agreement with respect to such change orders or amendments. All such change orders or amendments shall require the written approval of the TOWN.

- 14 -

In addition to its warranty obligations set forth elsewhere herein, the CONTRACTOR shall be specifically obligated to correct any and all defective or nonconforming work for a period of **twelve (12) months** following final completion upon written direction from the TOWN.

- 15 -

The TOWN, in consideration of the above Agreements on the part of the CONTRACTOR to be performed, agrees to pay to the CONTRACTOR the price set forth in Paragraph 5 for all work performed and materials, equipment, tools, appliances, etc. furnished hereunder. Payment shall be made in accordance with the requirements

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

of General Laws, Chapter 30, Section 39K. Any payment under this CONTRACT shall not constitute or be deemed a waiver, relinquishment, release or abandonment of any claim which the TOWN may have against the CONTRACTOR for breach of this CONTRACT.

Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the TOWN, nor any other act or omission by the TOWN shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this CONTRACT.

- 16 -

When the project is finally complete and the CONTRACTOR is ready for a final inspection, it shall notify the TOWN and the Architect thereof in writing. Thereupon, the Architect and the TOWN will perform a final inspection of the Project. If the Architect confirms that the Project is complete in full accordance with this CONTRACT and that the CONTRACTOR has performed all of its obligations to the TOWN hereunder, the Architect will furnish a final Approval for Payment to the TOWN for written acceptance and approval thereof, certifying to the TOWN that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract price, less any amount withheld pursuant to this CONTRACT. No final approval for payment shall be issued without the TOWN's written acceptance and approval. If the Architect is unable to issue its final Approval for payment and is required to repeat its final inspection of the Project, the CONTRACTOR shall bear the cost of such inspection(s), which cost may be deducted by the TOWN from the CONTRACTOR's final payment.

- 17-

Prior to being entitled to receive final payment, and as a condition precedent thereto, the CONTRACTOR shall furnish the TOWN, in the form and manner required by the TOWN, if any, with a copy to the Architect:

An affidavit that all of the CONTRACTOR's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

1. If required by the TOWN, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the TOWN or the TOWN's property;
2. If applicable, consent(s) of surety to final payment;
3. All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the CONTRACTOR, or expressly required herein, as a part of or prior to Project closeout.

Notwithstanding any other procedure set forth in any of the Contract documents no final payment shall be made hereunder without the written approval of the TOWN.

-18-

This CONTRACT is subject to all laws, federal, state and local, which are applicable to this CONTRACT, and it is presumed that the CONTRACTOR is cognizant thereof.

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

- 19 -

CONTRACTOR shall obtain and maintain through the term of this CONTRACT the following insurance policies:

- a.
- a. For Workmen's Compensation, in accordance with M.G.L. c. 149, Sect. 34A;
- b. Employer's Liability \$1,000,000.
- c. U.S. Longshoremen's and Harbor Worker's Compensation \$1,000,000.
- d. Minimum Amounts of Public Liability, Bodily Injury Liability and Property Damage Liability Insurance are as follows:
  - Injury or death of one person \$1,000,000.
  - Injury to more than one person in a single accident \$1,000,000.
  - Property damage in one accident \$1,000,000.
  - Property damage in all accidents \$1,000,000.
- e. Minimum amounts of Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability are as follows:
  - Injury or death of one person \$1,000,000.
  - Injury to more than one person in a single accident \$1,000,000.
  - Property damage in one accident \$1,000,000.
  - Property damage in all accidents \$1,000,000.
- f. Builder's Risk Insurance shall be procured and maintained during the life of this CONTRACT by the Contractor covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The policy shall indicate the Owner, the Contractor, and all subcontractors as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a thirty (30) day notice to the Owner of cancellation or restrictive amendment.
- g. Workmen's Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- h. Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Automobile Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.
- i. Contractual Liability Insurance: The Contractor shall indemnify and save harmless the Owner and the Architect and their officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his offices, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, providing, however, that the Contractor shall not be required to indemnify the Architect, his officers, agents, servants or employees, against any such damages, occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Architect and/or solely by the negligence or fault of the Architect; and provided further than the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in connection with the work. The provisions of this paragraph shall survive the expiration or termination of this CONTRACT.

j. Special Coverage Insurance: Hazards resulting from storage and use of explosives and storage of highly flammable liquids shall be covered by riders to the insurance policies or by separate policies.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Architect.

The Builder's Risk Insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work is stated in the final estimate, or until the Owner occupies or otherwise takes possession of the project, whichever occurs first.

Contractual Liability Insurance covering the liability assumed by the Contractor as outlined under Subsection 21.1 i. of the General Conditions to the amounts required under Section d. above.

The Contractor shall name the Town as additionally insured on all liability insurance policies required by Section 21.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The amounts of such insurance shall be not less than those enumerated in the Limits of Insurance Section of the Special Conditions. Certificates from the Contractor's Insurance carriers stating the coverage's provided, the limits of liability and expiration dates shall be filed in triplicate with the Owner before operations are begun. All insurance required by this contract and provided by the CONTRACTOR shall contain a waiver of subrogation against the TOWN and Architect.



MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

The CONTRACTOR agrees that in the event the TOWN is sued in a Court of law or equity, or demand is made upon the TOWN for payment of any damages arising out of the CONTRACTOR's performance or non-performance of this Contract, then the CONTRACTOR shall come in and defend any action and shall indemnify and save harmless the TOWN against any and all damages to property or injury to or death of any person or persons and shall defend, indemnify and save harmless said TOWN from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever in any way resulting or arising out of the CONTRACTOR's performance or non-performance of the Agreement. The terms of this paragraph shall survive the expiration or termination of this CONTRACT.

- 21 -

In the event of conflicts between any provisions of the Contract Documents, as supplemented, and the laws of the Commonwealth of Massachusetts and the Town and County of Nantucket, as amended, then the laws of the Commonwealth of Massachusetts and the Town and County of Nantucket shall govern in each case. All provisions of the Contract Documents, as supplemented, not in conflict with such laws, shall not be affected thereby and shall remain in full effect.

- 22 -

The CONTRACTOR shall give its personal attention constantly to the faithful performance of the work and shall keep the same under its personal control and shall not assign nor sublet the work or any part thereof without the previous written consent of the TOWN and shall not, either legally or equitably, assign any of the monies payable under this CONTRACT or its claim thereto unless by and with the written consent of the TOWN.

- 23 -

This CONTRACT shall not be in force until the CONTRACTOR has executed and delivered to the TOWN and until the TOWN has accepted a Performance Bond and a Payment Bond in the amount of One Hundred (100%) percent of the CONTRACT price. The Performance Bond and the Payment Bond shall be secured by and paid for by the CONTRACTOR and shall be issued by a Surety Company, satisfactory to the TOWN using the prescribed forms thereof.

- 24 -

It is further agreed that the TOWN may terminate this CONTRACT at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

- 25 -

The undersigned certifies under penalties of perjury that its proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

IN WITNESS WHEREOF, the CONTRACTOR and TOWN have hereto and to a duplicate and triplicate hereof caused their corporate seals to be affixed, these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED: Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SS#/ Federal I.D. Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Counsel

APPROVED AS TO APPROPRIATION:

In accordance with G.L. c.44, §31C, this is to certify that an appropriation in the amount of this contract is available therefor and that \_\_\_\_\_ has been authorized to execute the contract and approve all requisitions and change orders.

\_\_\_\_\_  
Town Accountant

ATTEST:

\_\_\_\_\_  
Town Clerk

MODULAR SEASONAL HOUSING  
TOWN OF NANTUCKET, MASSACHUSETTS

END OF DOCUMENT

879987/NANT/0299