

Hoosac Lake District

Town of Cheshire

Massachusetts

Request for Proposal for: Herbicide Treatment of Hoosac Lake

Submission Deadline: Tuesday January 18, 2022 at Noon

Jennifer Morse, Town Administrator & Chief Procurement Officer

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I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

This Request for Proposal (RFP) is issued by the Hoosac Lake District, through its Prudential Committee and the Town of Cheshire, through the Board of Selectmen, in accordance with the provisions of M.G.L. Chapter 30B.

A. General Information

1. All bids must be received at the Town of Cheshire, Town Offices, 80 Church Street, PO Box 647, Cheshire, MA 01225, Attention: Chief Procurement Officer, on or before Noon on January 18, 2021. Bids will be opened publicly at Noon on January 18, 2021. Any bids received after the specified time will not be accepted. The clock in the Town Administrators Office shall be the sole determining factor of time.
2. If, at the time of the scheduled bid submission deadline, Town Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the bid deadline will be postponed until Noon on January 19, 2021. on the next normal business day. Bids will be accepted until that date and time.
3. Each Contractor must submit three (3) copies of their bid.
4. Each bid must be clearly marked on the outside of the envelope "Sealed Bid Enclosed, Herbicide Treatment of Hoosac Lake".
5. The submission of a bid will be construed to mean that the Contractor is fully informed as to the extent and character of the services and deliverables required and a representation that the Contractor can furnish the services and deliverables satisfactorily in complete compliance with the specifications.
6. The information provided in this RFP is provided for informational purposes from the best sources available to the Town, and no information herein is guaranteed. All costs incurred by bidders in responding to this Invitation for Bids shall be the sole responsibility of the bidder.

B. Required Submittals

Please use this checklist to ensure you have included all required submittals with your bid.

All bids shall include:

- ____ A completed bid-pricing sheet
- ____ A completed and signed bid signature and addenda acknowledgement page.
- ____ A completed and signed non-collusion affidavit.
- ____ A completed and signed affidavit of compliance.
- ____ A completed and signed attestation of taxes.
- ____ A completed reference sheets.

C. Questions Concerning Invitation for Bids

Questions concerning this RFP should be directed to the Town of Cheshire, Chief Procurement Officer, in writing, via email to jmorse@cheshire-ma.gov no later than five business days prior to the scheduled bid opening. No questions will be considered, or interpretations issued, unless such request is received by the Chief Procurement Officer within the specified time-period.

D. Addenda

If any changes are made to this RFP, an addendum will be sent to all Contractors on record as having picked up the RFP. All addenda must be acknowledged on the bid forms. Failure to do so may, at the Town's discretion, result in automatic rejection of bid.

E. Modifications by Contractor

A Contractor may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly

labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original RFP.

F. Pre-Bid Conference

There will be no pre-bid conference for this project

G. Cancellation of Invitation for Bids

The Town of Cheshire and Hoosac Lake District may cancel this RFP if the Town of Cheshire and Hoosac Lake District determines that cancellation or rejection serves the best interests of the Town.

H. Bid Pricing

All bid prices submitted in response to the RFP must remain firm for sixty (60) days following the bid opening.

I. Signatures for Bid

Bids must be signed as follows:

1. If the Contractor is an individual, by her/him personally.
2. If the Contractor is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the Contractor is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

J. Invoicing

1. No charges for Federal, State, or Municipal sales or excise taxes will be allowed. The Town of Cheshire is exempt from these taxes. The prices proposed shall be net and not include the amount of any such tax.
2. Invoices shall be submitted in triplicate to the Chief Procurement Officer unless otherwise specified. Payments of such bills shall not preclude the Town from making claims for adjustment on any item found not to have been in accordance with the general conditions or specifications. If cash discounts are included in the bid price, such discounts must be permissible for 10 days from and including the postmark date of payment.

II. PURCHASE DESCRIPTION/SCOPE OF SERVICES

The Hoosac Lake District, acting through its Prudential Committee and the Town of Cheshire, acting through its Board of Selectmen, is seeking services from a qualified Massachusetts licensed herbicide applicator to conduct herbicide treatment of invasive, nuisance aquatic vegetation (including Eurasian milfoil (*Myriophyllum spicatum*), Curlyleaf Pondweed (*Potamogeton crispus*), European Naiad (*Najas minor*), and Thin-leaf Pondweed (*Potamogeton pusillus/foliosus*)) in Hoosac Lake. The requested services are for the summer of 2022 through fall 2024 or three years.

The Contractor shall be responsible for providing the following:

TASK 1: PERMITTING

- Work with the Cheshire Conservation Commission and State of Massachusetts to require all permitting necessary for the chemical treatment of the Hoosac Lake for each contracted year. Services will include the fee for the State of Massachusetts Aquatic permit for each year.

TASK 2: TREATMENT. SURVEYS. REPORT

- Provide all chemicals, equipment, and labor necessary for completion of the chemical treatment in the lake in the spring/summer of the three years of this contract.
- Provide language for publication “notification of treatment.” The Town/Prudential Committee will have the notice published.
- Conduct the treatment on date(s) established by mutual agreement with the Town/Prudential Committee (or its designated representative).
- Initial lake treatment for control of Curly Leaf Pondweed with the Aquatic Herbicide, Diquate (late April)
- Initial Whole Lake treatment for the control of Milfoil and Nuisance native plants with the Aquatic Herbicide, SonarONE and Sonar AS (late May)
- First follow up lake treatment with the Aquatic Herbicide, SonarONE and the treatment of Vallisneria with the Aquatic herbicide Harpoon G (mid-June)
- Include 2 Sonar FasTsts
- Second follow up lake treatment with the Aquatic Herbicide, SonarAS (July)
- For each treatment provide printed poster outlining temporary water use restrictions for the Hoosac Lake District to post it as appropriate on the lake shore.
- Bathymetric Mapping, Digital Files, Contour Map, 3D Shaded Depth Map (in year three)
- Prepare a final report for submission to the Town of Cheshire and Hoosac Lake District by November 1st of each year.

Adjustments to the chemicals and application timings are able to be modified with the approval of all parties in advance of applications.

All the above work in is contingent upon funding being provided from the Town of Cheshire and the Hoosac Lake District at their Annual Meetings.

III. COST PROPOSAL

Provide firm pricing for the above activities using the Bid-Pricing Sheet attached hereto as Exhibit B.

Include a breakdown of pricing of additional services including invasive weed removal (cattails, water chestnuts etc.); algae testing, dredging and muck removal for Shadowland Cove and Northern Cove Shorelines, town beach/boat launch and causeway recreation areas.

IV. SUBMISSION AND MINIMUM EXPERIENCE REQUIREMENTS

- Contractor must submit all forms/documentation as required in this Invitation for Bids.
- Contractor must submit documentation evidencing prior experience performing work outlined in this bid including a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers on the Reference Form included herein.
- Herbicide application experience minimum requirement - Contractor must have provided similar services to the treatment services described herein at more than 10 lakes in Massachusetts.

VI. Rule for Award

- Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.
- The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the Town and the apparent lowest and responsible bidder.

VII. Insurance Requirements

- Contractor's Public Liability and Property Damage Insurance. Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Town of Cheshire as an additional insured and shall be written for not less than \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/ Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.
- Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Town Administrator when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Chief Procurement Officer at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.
- Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the Town of Cheshire as an additional insured and shall be written for not less than \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include
- Contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles
- Certificates of Insurance. The Contractor shall deposit with the Town Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope, or amount of any such

policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

- Indemnification The vendor agrees to indemnify the Town of Cheshire, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

VIII. EQUAL OPPORTUNITY COMPLIANCE

The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

IX. ADDITIONAL TERMS AND CONDITIONS

- The successful contractor will be required to execute the Town's form of Agreement attached hereto as Exhibit C.

BID SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this Invitation for bids.

This bid includes addenda numbered: _____

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual Authorized to Sign

Date

Signature

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Office

Fax Number of Company Offices

Use additional sheet it necessary

BID SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Name and Title of Duly Authorized Company
Officer

Signature

Corporate Seal (affix below)

Telephone Number

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 181

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Cheshire before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this bid, or 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.

Signature of individual submitting bid or proposal

Name of Company

Date

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above-named corporation, I do hereby certify that the above-named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4.

Signed under the penalties of perjury this _____ day of _____, _____

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposes of this bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am following all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

REFERENCE SHEET

Bidders must submit, on this form or additional sheets, if necessary, a list of references as described in section III of these bid documents.

Project	Location	Contact Person	Telephone Number

LEGAL NOTICE PUBLISHED FOR THIS RFP

**LEGAL NOTICE
TOWN OF CHESHIRE
CHIEF PROCUREMENT OFFICER
REQUEST FOR PROPOSALS**

The Town of Cheshire, Massachusetts, acting through its Chief Procurement Officer, will receive sealed bids for, Herbicide Treatment of Hoosac Lake (Cheshire Reservoir)

Bid procedures will be in accordance with the latest edition of M.G.L. Chapter 30B. Said bids will be addressed to the Chief Procurement Officer, Town Hall, 80 Church Street PO Box 647, Cheshire, MA 01225. These bids will be received until NOON on Tuesday, January 18, 2022, on that day they will be opened and read aloud. The opening will take place in Town Hall. All Covid protection protocols in place at the time of the bid opening will be in force. Any bids received after the specified time will not be accepted. All bids will be submitted in a sealed envelope clearly marked **"SEALED BID ENCLOSED, Herbicide Treatment of Hoosac Lake."**

The Town of Cheshire's Chief Procurement Officer reserves the right to accept or reject any or all bids or to waive any informality in the proposing. Also reserved is the right to reject, for cause, any bid in part or whole if it is judged by the Chief Procurement Officer that the best interests of the Town will be served thereby. Attention is called to the "Equal Opportunity Clause" and the standard Federal Equal Employment Opportunity Construction contract specifications. All Contractors will receive consideration without regard to race, color, creed, age, sex, religion, or national origin.

Jennifer Morse

Chief Procurement Officer

EXHIBIT A

Herbicide Treatment of Hoosac Lake

In addition to the State mandated General Conditions 1-18 attached hereto, the Applicant also must meet the following Special Conditions:

19. Except as noted in this Order, all work shall be done in accordance with all approved plans and information on file with the Conservation Commission, all special conditions and supporting documentation submitted to the Commission as revised in this Order or at the public hearing, and any commitments made by the applicant, owner, or their representative at the public hearing or in writing.

20. Use Reward at a low dosage rate not to exceed the limits as set in the GEIR Guidance document or application limits on the label. The application will be undertaken with Lynott's specially designed airboat. The material will be mixed in a mixing tank on board the boat and evenly injected below the surface of the treatment area. The use of herbicides must be conducted by a certified applicator, in accordance with the directions on the label, and per the precautions listed in the MSDS. A copy of the applicator's Massachusetts Applicator License must be submitted to the Conservation Commission and kept on file.

21. Application must be completed in compliance with this Order, the permit issued by DEP, Division of Watershed Management, and any other applicable local, state, or federal guidelines.

22. Water use limitations will be advertised by the Town of Cheshire and the Hoosac Lake District and posted at the shoreline. The Commission must be notified at least 48 hours in advance to inspect the postings.

23. Water use limitations include 1-day restrictions on fishing, swimming, boating (except for monitoring by boat) and a 10-day restriction on irrigation and livestock watering.

24. Hand pulling of invasive species may continue in accordance with the Hoosac Lake District

25. Pre and post treatment surveys will be conducted to determine the extent of the aquatic growth before the treatment and the success of the management program following treatment. Pretreatment survey information will be collected in the fall of the previous year. Post treatment monitoring of aquatic plants is to be done within 45 days after treatment. The aquatic plant composition of native and non-native species and distribution of different aquatic plant species within the pond shall be depicted and described.

26. A "safe zone" or setback of 50 feet will surround the significant habitat areas, as noted in the Wildlife Habitat Evaluation submitted within the Notice of Intent. A five foot "safe zone" along the entire shoreline of Hoosac Lake will be established where no direct in-lake management will be conducted.

27. Additional herbicide treatments above and beyond the scope of this application require new and separate permitting through the Conservation Commission.

28. Applicant shall pursue the implementation of a deeper drawdown of Hoosac Lake as an alternative strategy to the use of herbicides to reduce invasive species.

EXHIBIT B

**REQUEST FOR PROPOSAL
HERBICIDE TREATMENT OF HOOSAC LAKE
TOWN OF CHESHIRE
PROPOSAL-PRICING SHEET**

The RFP has been structured to allow the Town to make decisions about the extent and type of treatment based on conditions observed just prior to treatment. This is a three-year contract, and it is not possible to predict the extent and type of treatment needed on any one of the three years. Bidders have been asked to provide 4 cost numbers.

- Deployment and support for early treatment
- Per acre cost for early treatment
- Deployment and support for late treatment
- Per acre cost for late treatment
- Pre and Post treatment survey reports

Costs of the bids will be compared by calculating the total cost for the early and late (if any) treatments for the three hypothetical years shown in the table below. The bid with the lowest total cost for the three years will be judged the lowest cost bid.

METHOD FOR EVALUATING BIDS					
	Early treatment	Late Treatment	COST		
Year	acres/dose	acres/dose	Bid A	Bid B	Bid C
1	25 low	50 low			
2	30 low	70 Moderate			
3	30 low	60 Low			
TOTAL COST					

EXHIBIT C
AGREEMENT FOR HERBICIDE TREATMENT SERVICES

The following provisions shall constitute an Agreement between the Town of Cheshire, acting by and through its Board of Selectmen, hereinafter referred to as "Town," along with the Hoosac Lake District, acting by and through its Prudential Committee _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 201__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town and Hoosac Lake District with herbicide treatment services at Hoosac Lake, including the scope of services set forth in this RFB.

ARTICLE 2: TIME OF PERFORMANCE:

Subject to the result of the surveys performed, the Contractor shall complete all work and services required hereunder commencing _____, 201__ through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 an amount not to exceed \$_____. Contractor will be paid based on the actual treatment provided, which will be determined by the surveys performed, and calculated based on the acre/dose cost submitted in Contractor's Proposal Pricing Sheet. The amount actually paid may be an amount less than the not to exceed amount stated herein. The Contractor shall submit detailed invoices to the Town 30 days after treatment services are rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. Invitation for Bids issued by the Town.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify, and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify, and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state, and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or because of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it use shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts set forth in the Invitation for Bids issued by the Town.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured, and which include a thirty-day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement

supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

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

CONTRACTOR

TOWN OF CHESHIRE

By

by its Board of Selectmen, Chair

HOOSAC LAKE DISTRICT

Printed Name and Title

By its Prudential Committee, Chair
