

TOWN OF UXBRIDGE, MA

INVITATION FOR BIDS FOR STAFFING AND SERVICES FOR MOSQUITO SURVEILLANCE, CONTROL AND CONSULTING ON PUBLIC EDUCATION

The Town of Uxbridge, through its Town Administration, invites qualified bidders to submit bids for staffing for mosquito surveillance, control and consulting on public education.

The Town of Uxbridge desires to contract with a single vendor to provide services described as follows:

- Surveillance, testing and treatment of public and private properties as allowed by property owners for control of mosquito populations that pose a health hazard to the public for the period of time May 10, 2021 to June 30, 2021. This contract period may be extended to September 30, 2021 pending approval of the Town's request to the State's Executive Office of Energy and Environmental Affairs for such extension.
- Assistance to the Uxbridge Board of Health, Department of Public Works and other municipal agencies for the implementation of mosquito control and consultation on public education.
- The contractor shall be responsible for any and all permits and approvals and statutory and regulatory compliance in order to effectuate this contract.

SECTION I. GENERAL INFORMATION

1. Bids can be obtained from and will be accepted at the Office of the Town Manager, 21 South Main, Uxbridge, MA 01569, until Monday, May 3, 2021 at 2PM and publicly opened forthwith for this Invitation for Bids ("IFB") which is made in accordance with MGL c. 30b. **Two copies of the bid are required.**
2. The bid envelope must be sealed and clearly marked:
**MOSQUITO SURVEILLANCE, CONTROL AND CONSULTING ON PUBLIC EDUCATION FOR
THE TOWN OF UXBRIDGE**
3. Award date. Award will be made within four (4) working days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
4. If any changes are made to this IFB, an addendum will be issued. Addenda will be posted on the Town website and e-mailed to all bidders on record as having requested the IFB. Each responder shall acknowledge receipt of any and all addendum issues by submitting

acknowledgment forms provided with any Addenda. Failure to do so shall be cause to reject the submittal as being nonresponsive.

5. Questions concerning this IFB must be submitted in writing to Erin Hightower, Director, Board of Health, 21 South Main Street, Uxbridge, MA 01569 or by email to ehightower@uxbridge-ma.gov by Friday, April 23, 2021 at 2:00 pm. Written responses will be emailed to all bidders on record as having requested the IFB.
6. Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Uxbridge prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original IFB.
7. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Uxbridge or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake on the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended corrected bid is not similarly evident.
8. The Town of Uxbridge reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
9. The Town of Uxbridge will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Uxbridge.
10. Responders must be willing to enter into the Town of Uxbridge's standard form of contract, as attached to this IFB and will include the service description of this IFB.
11. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws and regulations in performance of service.
12. Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
13. Any bids received after the advertised date and time for opening will be returned to the responder unopened.
14. Purchases by the Town of Uxbridge are exempt from federal, state and municipal sales and/or excise taxes.
15. Unexpected closures. If, at the time of the scheduled bid opening, the Uxbridge Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, health emergency, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
16. The Town of Uxbridge is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
17. Bidders should be aware that many overnight mailing services do not guarantee service to Uxbridge.

18. Questions concerning this IFB must be submitted in writing by April 23, 2021 @ 2pm to:

Steven Sette
Town Manager
Town of Uxbridge
21 Main Street
Uxbridge, MA 01569

Or emailed to:

Erin Hightower, Health Director
ehightower@uxbridge-ma.gov

19. The Contract time is approximately seven weeks, ending June 30, 2021 and, pending approval of the Town's request for an extension to the Executive Office of Energy and Environmental, five (5) months, ending September 30, 2021.

SECTION II. COMPLIANCE

Contractor must comply with Chapter 306 of the Acts of 2004 § 1. (3) who shall certify that all employees to be employed at the worksite(s) will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and SECTION 2 (3) (b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration shall be subject to immediate removal.

SECTION III. KEY CONSIDERATIONS

In addition to the Bidder providing all items described in Section II and complying with all bid submission requirements stated in this IFB, the following are key considerations that the Town **strongly recommends** be incorporated into the bid:

- Bidder provides evidence of at least two (2) years' experience administering Integrated Mosquito Control programs for municipal entities.
- Bidder has at least one masters' level entomologist on staff and provides a copy of the resume for that person.
- Bidder demonstrates capability to test mosquito pools for mosquito-borne diseases, specifically Eastern Equine Encephalitis and West Nile Virus, using PCR or RAMP methods.
- Bidder provides evidence of staff experience for identifying mosquito species present in Uxbridge.
- Bidder provides evidence of staff experience for monitoring and controlling mosquito larval sites in marsh habitat.
- Bidder provides proof that the Contractor obtains all of the equipment necessary to provide the complete service and include a list of such equipment in the bid response.

- Bidder has been in the field of larvacide application for a minimum of two (2) years and provides proof of this.
- Bidder holds a larvacide application license and includes copies of all applicable licenses in the bid response.
- Bidder has a valid driver's license and includes a copy of the license in the bid response.
- Preference will also be given to contractors who have experience achieving approval of a mosquito control plan with the Massachusetts State Reclamation and Mosquito Control Board.

SECTION IV. SCOPE OF SERVICES

Services under this bid include surveillance, testing and treatment of high priority public properties for control of mosquito populations that pose a threat to public health for the period May 10, 2021 and June 30, 2021 and, with approval of the Town's request for an extension from the Executive Office of Environment and Energy Affairs (EEA), for the period July 1 and October 15, 2021. It also includes assisting the Uxbridge Board of Health with public education and outreach.

- Surveillance site identification: Meet with designated Town representatives to -
 - Identify areas previously surveyed for mosquitoes that represent a potential public health threat, and use available GIS maps to identify other potential problem areas;
 - Select public and/or private sites known or suspected to provide breeding habitat for mosquito species of public health concern using GIS maps, consultation with Board of Health, Conservation Commission and DPW officials, and knowledge of mosquito flight ranges;
 - Classify mosquito breeding sites according to water features (stagnant/running; marsh or other habitat);
 - Select a maximum of thirty (30) locations for larval surveillance and a maximum of ten (10) public and/or private sites for placement of adult mosquito traps.
- Surveillance in the selected sites: during the arboviral season -
 - Conduct weekly surveillance for mosquito larvae using a standard dipper (350 ml) and identify larvae by species and distribution;
 - Conduct weekly adult mosquito trapping surveys using CDC light traps, dry ice traps, gravid traps and/or resting traps, and identify mosquitoes by species.
- Mosquito control:
 - In coordination with DPW and Conservation Commission officials, conduct larval source reduction in selected sites including catch basins and storm drains by applying larvacide appropriate to larval development stages (treat larvae in the first through third instar stages with either *Bti* or in a catch basin with *Btl/Bsph* extended-release briquettes equivalent to FourStar 90; treat fourth instar larvae and pupae with a light mineral oil application);
 - Apply larvicidal treatments where indicated with the frequency necessary to substantially reduce or eliminate larval development as determined by subsequent larval surveillance surveys.
- Arbovirus testing

- Submit adult mosquito pools on a weekly basis for Eastern Equine Encephalitis virus (EEE) and West Nile Virus (WNV) using either PCR or RAMP methods to either the Massachusetts Department of Public Health (MDPH) State Laboratory or a private laboratory;
- In the event of a positive result for EEE and/or WNV, report results within 24 hours to the Uxbridge Board of Health and take steps **if required** by MDPH to provide positive samples for confirmatory testing.
- Reporting to the Uxbridge Board of Health:
 - On a monthly basis, identify and report larval stages, numbers per dip, species and location, to the Town of Uxbridge;
 - On a weekly basis for adult mosquito species, including those that will not be tested for arboviruses, report species composition and estimated population size.
- Education and Outreach:
 - Consult with Town representatives on all findings and collaborate with the Board of Health for the timely production of educational and outreach materials tailored to all phases of the arboviral season.

SECTION V. POSSIBLE PUBLIC LOCATIONS FOR MOSQUITO CONTROL

- Albee Road – prior DPW Emergency Certificate
- Martin Street – prior DPW Emergency Certificate
- Homeward Avenue – prior DPW Emergency Certificate
- Hazel Street – prior DPW Emergency Certificate
- Hecla DPW Facility and storm water basin
- Depot Street Wellfield – monitoring only
- Blackstone Street Wellfield – monitoring only
- Rosenfeld Wellfield – monitoring only
- Cold Spring Brook Road/stream crossing
- Multiple locations near the Uxbridge Police Station
- Albee Road stream crossing
- Sutton Street
- High Street stream crossing
- Blackstone Street stream crossings (2)
- Ironstone Road stream crossing
- Hazel street stream crossing
- Elm Street stream crossing
- North Main Street stream crossing
- Douglas Street stream crossing
- Lackey Dam Road stream crossing
- Taft Elementary School
- Whittin Middle School
- Uxbridge High School
- McCloskey School (decommissioned)

- Pout Pond Recreation area
- Blackstone River and Canal Heritage State Park
- Uxbridge Town Common
- Sutton Street Field Project
- Town Forest – West
- Taft Memorial Park
- Henry Street Playground
- DPW Pumping Station
- D’Alfonso Park
- Other publically-owned locations TBD in consultation with the Uxbridge Board of Health and DPW

In addition, other state and federally-owned and private locations (where access is permitted) may include:

- Dunleavy Brook storm water basin
- Arbor Road
- Our Lady of the Valley Regional School
- Blackstone River and Canal Heritage State Park – DCR
- Blackstone/West River Access – DCR
- Lackey Pond – WMA Department of Fish and Game
- E. Kent Swift – WMA Department of Fish and Game
- Chockalog Swamp – WMA Department of Fish and Game
- Edgewood Gold Course (private)
- Blissful Meadows Golf Course (private)
- Uxbridge Road and Gun Club (private)
- Whitins Fish and Game Club (private)
- Fairwoods Christian
- Hanscom CR (private)
- Laurel Book Rod and Gun Club (private)
- Blackstone River CR (private)
- Prospect Hill Cemetery (private)
- Rainville (private)
- Southwoods Estates CR (private)
- Blackstone River and Canal Heritage State Park
- Stanley Woolen Mill
- Cormier Woods – The Trustees of Reservations
- Other privately-owned locations in consultation with the Uxbridge Department of Health and DPW, as access is permitted

The number of publicly-owned priority sites for larval and adult mosquito surveillance combined may be adjusted, as necessary, to between a minimum of five (5) and a maximum of ten (10) sites.

SECTION VI. REFERENCES

Bidders must provide a complete list of all customers for whom it performed a similar service, costing over \$1,000 in the past two years. Reference information must include Company/Government Name, current Contact Person, Phone Number, and date of services.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to quality, attention to environmental issues, timely delivery, customer service and general customer satisfaction.

VII. RULE FOR AWARD

The contract will be awarded to the bidder offering the lowest total bid price for services who is most responsive to the IFB and capable of delivering the requested services. Bid price must include a price for services from May 10, 2021 - June 30, 2021 and also from July 1, 2021 – September 30, 2021 as well as a total lump sum bid price.

VIII. BASIS FOR COMPENSATION

Payment is to be on a monthly basis with the Contractor submitting an itemized invoice showing dates that services were performed as follows:

- Cost per adult mosquito pool surveillance, including speciation: (units are **single trap site, per week and per hour, per week**)
- Cost per larval site inspected: (Units are **per site inspected**)
- Cost per sample processed, packaged and shipped for testing (units are **per package prepared and shipped, per week, and per test, per week**)
- Cost per larval site treated (Units are **sites treated**)
- Cost for **reports, permits, state and local agency compliance** (Units will be **fixed price** for annual requirements, and **hourly rate** for special reporting)
- Cost for **consulting on public education and outreach** (Units will be **hourly rate**).

Portable and permanent mosquito traps and related equipment will remain the property of the Town of Uxbridge. All equipment purchased by the town for the purposes of this contract, including a stereo microscope, remains the property of the town and must be returned in good condition at the conclusion of the contract period.

CERTIFICATE OF NON-COLLUSION

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 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 person signing bid or proposal

Please Print Name

Name of Business

TAX COMPLIANCE CERTIFICATION

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

Name of Corporation

Federal Employer ID Number

By:

Signature

Date

BID PRICE FORM
MOSQUITO SURVEILLANCE AND CONTROL

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for mosquito surveillance and control in Uxbridge, Massachusetts, in accordance with the accompanying specifications for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

		BID AMOUNT
	DESCRIPTION	
	Per adult mosquito trap (assume 10)	\$
	Per arbovirus test (assume 10/week, including costs for dry ice, packaging and shipping)	\$
	Per larvacide treatment (assume 30 locations)	\$
	Per surveillance for larvae and adult mosquitos, including speciation (hourly, assume 15 hours/week)	\$
	Reporting and Permits (annual)	\$
	Reporting and Permits (hourly, assume 5 hours/week)	\$
	Consulting (hourly, assume 5 hours/week)	\$
Total bid price: 5/10/21 to 6/30/21: Total bid price: 7/1/21 to 9/30/21:		\$
Total Lump Sum Bid Price 5/10/21 to 6/30/21: Total Lump Sum Bid Price 7/1/21 to 9/30/21:		\$

Bid Price must include all labor costs, all equipment and material costs, and all other expenses.

There will be no reimbursable expenses allowed in the contract.

Date: _____

(Signature of Bidder)

By: _____
(Name of Person Signing Bid and Title)

(Business Address: Street, City, State, Zip)

Phone

BIDDER'S CHECKLIST

Required for bid submittals:

___ Bid Price Form

___ Certificate of Good Faith

___ Tax compliance certificate

___ Reference list

___ Copy of Licenses

___ Signature page - Town of Uxbridge contract agreement

___ Certificate of Insurance

___ Strongly recommended credentials and materials

**AGREEMENT BETWEEN
THE TOWN OF Uxbridge, MASSACHUSETTS
AND
XXXXXXX**

THIS AGREEMENT made effective _____, 2021, by and between the **TOWN OF Uxbridge, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, 21 South Main Street, Uxbridge, Massachusetts 01569 (hereinafter called the "TOWN"), and **XXXXXXXXXXXXXXXXXX** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 ENGAGEMENT OF THE CONTRACTOR

1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.

1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 SERVICES OF THE CONTRACTOR

2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").

2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.

2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to

pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.

2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.

2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.

2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.

2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.

2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not

limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 PERIOD OF SERVICES

3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.

3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.

3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 PAYMENTS TO THE CONTRACTOR

4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.

4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.

4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 TERMINATION

5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

- (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
- (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 GENERAL PROVISIONS

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall

become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.

7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:

- A. Applicable federal, state and local laws, rules and regulations.
- B. Amendments to this Agreement, if any.
- C. Exhibits A and B.
- D. This Agreement.
- E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

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

TOWN OF Uxbridge, MASSACHUSETTS:

CONTRACTOR:

Steven Sette
Town Manager

Funding Org/Obj: Massachusetts
Executive Office of Energy and
Environmental Affairs (EEA)
Municipal Vulnerability
Preparedness (MVP) Program

Name
Chief Executive Officer

FEIN:

Approved as to Funds Available

Michelle Laramee
Town Accountant

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services:**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
Erin Hightower, Health Director
6. **Term of Agreement (§3.1):** Seven (7) weeks, and with the approval of the Town's request for an extension to the Executive Office of Energy and Environmental Affairs, six (6) months
7. **Completion Date (§3.2):** For a 7 week contract, June 30, 2021; for a six (6) month contract, September 30, 2021
8. **Additional Insurance Coverage (§6.2(e)):**

AGREEMENT EXHIBIT B

PAYMENTS

1. **Lump Sum Method**

a. **Maximum Project Amount:**

1) May 19, , 2021 to June 30, 2021:

2) July 1, 2021 to September 30, 2021:

b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.

c. **Reimbursable Expenses** (if any):

TAX COMPLIANCE CERTIFICATION
EXHIBIT C

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

Name, Chief Executive Officer

Date

FEIN: