

AGREEMENT

BETWEEN

**THE TOWN OF CHARLOTTE
("Town")**

AND

**Robert Hyams
("Contractor")**

For the Treatment/Removal of Common Reed from the Town Garage Parcel, 182 Root Road

Contractor agrees to treat Common Reed (*Phragmites australis*) with two to three total applications of glyphosate: RoundUp Pro (EPA Reg. No. 524-475) and/or Rodeo concentrate (EPA Reg. No. 62719-324).

Payment Amount and Schedule- This is a time and material agreement not to exceed \$_____ in total. Contractor will submit invoice following each application. Invoices and supporting materials may be submitted by hand to Dean Bloch, Town Administrator, by e-mail (dean@townofcharlotte.com) or by U.S. mail at the address below

Subcontractors- Contractor will not use any subcontractors on the project without receiving prior approval from the Town.

Coordination with Others- Contractor will provide 48 hours advance notice of each application to the Town of Charlotte Road Commissioner at 425-2223.

Insurance and forms- Contractor shall provide a Certificate of Insurance to the Town that includes the following insurance coverages:

- Commercial general liability coverage of no less than \$1,000,000 per occurrence and \$1,000,000 per aggregate, with the Town of Charlotte named as an Additional Insured.
- Workers Compensation, unless Contractor is a sole proprietorship or partnership, in which case Contractor will sign and submit a Non-Employee Work Agreement (form to be provided by the Town).

Contractor will also sign and submit a Hold Harmless Agreement (form to be provided by the Town) and an IRS Form W-9.

Contractor will also provide a copy of State of Vermont Applicator's Certification.

Safety- Contractor shall be responsible for the safety of its employees, agents, subcontractors, suppliers and the public in the vicinity of the work area. Herbicides will be removed from the site after each application.

Work Schedule- Contractor will undertake herbicide treatments between July 15 and Sept 15, 2014.

Arbitration- Any controversy or claim arising out of or related to this contract, or a breach thereof, shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, unless the parties mutually agree otherwise. The undersigned parties understand that this contract contains an agreement to arbitrate. After signing this document, the parties understand that they shall not be able to bring a lawsuit concerning any dispute that may arise which is covered by this contract unless it involves a question of constitutional or civil rights. Instead, they agree to submit any such dispute to an impartial arbitrator.

Binding Agreement- This Agreement shall be governed by the laws of the State of Vermont and shall be binding upon the parties hereto. No modification, amendment or deletion affecting this contract shall be effective, unless in writing and signed by the parties hereto.

Contact Information- Mailing addresses and phone numbers for the Town of Charlotte and Contractor are as follows:

Town of Charlotte
Attn: Dean Bloch, Town Administrator
P.O. Box 119
Charlotte, VT 05445
Phone: (802) 425-3071 ext. 5

Robert Hyams

Charlotte, VT 05445
Phone: (802) 734-5630

Acceptance of Agreement: The above price and terms and conditions are satisfactory and the parties hereby accept such price and terms. Vermont Water is authorized to do the work as specified.

Authorized signature for Contractor:

_____ Date: _____

Authorized signature for the Town of Charlotte:

_____ Date: _____