

Toddy Pond Watershed Management District
Request for Proposals
Operation and Maintenance of Toddy Pond Dam

I. INTRODUCTION

The Toddy Pond Watershed Management District (TPWMD), in preparation for the acquisition of the Toddy Pond Dam located in Orland ME, is seeking proposals from qualified service providers for the operation and routine maintenance of the dam. The contract period is one year with the possibility of two one-year extensions. The anticipated start date is Fall of 2026.

TPWMD is a quasi-municipal organization that was established by the Maine Legislature to assume ownership of the dam on Toddy Pond in Orland, ME to subsequently maintain and operate it. The dam is located at the outlet of Toddy Pond on Route 1 in East Orland.

The service provider will perform routine operations of the dam including weekly inspections, operating the gate to adjust water levels, removal of accumulated debris as well as routine maintenance of the gates and the embankment, as set forth in the **Statement of Work, Appendix A**, for a fixed annual price. Work orders for specific other maintenance or repair items may be issued and will be priced at established billing rates.

2. NOTICES AND DEADLINES.

A. Site Visit.

An optional site visit for potential proposers will be held at the dam, at **1:00 PM on 10/12/2026**.

B. Questions About the Request for Proposals.

Comments and/or questions concerning this RFP must be received by TPWMD via email to info@toddydistrict.org no later than **5:00 PM 10/13/2026**.

C. Addenda to the Request for Proposals.

Addenda, if any, will be provided to attendees of the Pre-Bid Conference and to parties who notified TPWMD of their interest. Failure of a proposal to address information in any issued addenda may result in rejection of the proposal.

D. Proposal Submittal and Due Date.

Proposals must be submitted to Toddy Pond Watershed Management District, PO Box 473, Orland, ME 04472 and be post marked on or before 10/22/2026. Submissions must be sealed and clearly marked: " Operation and Maintenance of Toddy Pond Dam.

Emailed proposals will not be accepted.

2. MATERIALS TO BE SUBMITTED.

A. Proposal Form.

Proposers must complete the Proposal Form in **Appendix B**. The Proposal Form must be fully executed and must provide all information requested.

All costs of providing the Inspection, Operations, and Routine Maintenance Services, including, but not limited to, the cost of all labor, travel or transportation, supplies, materials, tools, and insurance must be incorporated into and included in the base price. A schedule of unit pricing for labor and equipment to be used for pricing individual Work Orders must be included.

TPWMD will not compensate proposers for expenses incurred in preparing, submitting, or presenting a proposal.

B. Client References.

Proposals must include a minimum of three references with addresses and phone numbers familiar with the proposer's work who may be contacted by the TPWMD in connection with the proposal.

3. SELECTION PROCESS.

Proposals will be reviewed by TPWMD's Board of Trustees. Proposals will be evaluated with respect to the proposer's experience, qualifications, ability to perform the work, and cost. The TPWMD reserves the right to reject or disregard any proposal, in whole or in part, based on the District's sole discretion. The evaluation and selection process entail the exercise of judgement and subjective analysis and decision-making. By submitting a Proposal, Proposer waives any right to protest or object to the evaluation or selection process; District's administration or conduct of the process; and/or any final decisions or selections made by the District.

An Agreement will be awarded by TPWMD's Board of Trustees to the proposer whose:

- Proposal conforms to this RFP;
- Will be the most advantageous to the TPWMD; and
- Is in the best interests of the public.

TPWMD reserves the right to waive any informalities in proposals, to reject non-responsive proposals, to reject any and all proposals for any reason, and to negotiate with any proposer deemed to have submitted a proposal that in the judgment of TPWMD is in the best interests of TPWMD.

4. Contract for Services.

A. Services Agreement.

The successful proposer selected by TPWMD will be required to sign an TPWMD

Services Agreement, a sample of which is provided as **Appendix C** to this RFP. No material modifications to this Agreement will be considered or accepted.

B. Insurance.

The Service Provider shall obtain and maintain, throughout the term of the Services and for a period of at least two years following the completion of the Services at least the following types and amounts of insurance coverage, evidenced by Certificates of Insurance satisfactory to the District:

- Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;
- Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and
- Workers' Compensation insurance in amounts required by Maine law.-.

All Service Provider insurance policies except for Workers' Compensation shall name TPWMD and its directors, officers, agents and employees as additional insureds by way of policy endorsement.

C. Duration of the Agreement.

TPWMD anticipates awarding an agreement for the services under this RFP in November of 2026, with work beginning once ownership of the dam is established in the fall of 2026. By submitting a proposal in response to this RFP, proposers affirm that unit price included in their proposal will remain in effect, without modification, escalation, or adjustment, if an agreement is awarded.

The contract period is one year. Thereafter, TPWMD solely reserves the right to negotiate two additional one-year renewals with the selected Service Provider subject to the mutual agreement of the parties on pricing and the scope of work for each extension year.

APPENDICES:

- A. Statement of Work
- B. Proposal Form
- C. Services Agreement

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Appendix A

Statement of Work

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Operation and Maintenance of Toddy Pond Dam

Statement of Work

The Service Provider will provide all labor, material and equipment to perform the following:

1.1. Inspections

1. Conduct the weekly inspections using the attached Inspection Checklist (Attachment 1) and provide completed forms to TPWMD. Any unusual conditions should be reported immediately for further investigation or repair.

1.2. Operations

1. Operate gate to maintain water level at prescribed levels or as directed by TPWMD.

1.3. Routine Maintenance

1. Remove debris from the gates, outlet channels and fishway.
2. Remove debris from embankment face and from areas around the intake structures.
3. Inspect and maintain gaging equipment.
4. Inspect security or perimeter fencing and locks.
5. Inspect for property casualties, damage, or known or apparent vandalism.
6. Mow embankment at least twice per year.
7. Maintain grass cover by spraying weeds, fertilizing, and watering as needed.
8. Snow removal for access to gates
9. Test gates and valves semi-annually or as needed.
10. Test motor semi-annually or as needed.
11. Clean, and lubricate gates and valves annually per attached Gate Maintenance Guide (Attachment 2)

1.4 Specific Other Maintenance

Separate Work Orders may be issued to the Service Provider to correct unusual conditions or items noted during Operation Inspections or Periodic Inspections. The Work Order will define the scope of work to be performed and be priced using schedule of prices submitted with in the proposal. The terms of this Agreement apply to the Work Orders. The District is not required to use the Service provider and the Service Provider may decline to accept a Work Order.

Examples of expected Specific Maintenance work include:

Embankment Maintenance

1. Fill erosion gullies with properly compacted cohesive soil material. Seed or riprap repaired area to stabilize from future erosion.
2. Fill rodent burrows with a slurry of soil, cement, and water. Remove the rodents.
3. Remove trees and other woody vegetation from embankment and from within 25.0 feet of the groins and 50.0 feet of the toe of the embankment. Remove tree roots and fill resultant depressions with compacted soil and re-seed area.
4. Add or repair riprap where displacement or other damage occurs or has occurred.
5. Maintain grading of the embankment crests to prevent potholes, rutting, or other potential for standing water to accumulate.

6. Maintain, repair or replace fences to provide site security and to exclude wildlife from the embankments.
7. Repair and re-vegetate damaged embankment surfaces.

Outlet Maintenance

1. Repair defective gates to ensure smooth operation and prevent leakage.
2. Repair deteriorated concrete or metalwork.

Attachments

1. Inspection Checklist
2. Gate Maintenance Guide

Attachment 1

Dam Inspection Checklist

Date _____

Inspected by: _____

Item	Satisfactory	Unsatisfactory	Corrective Actions
1. Access			
a. Security, fencing & locks			
b. Apparent vandalism			
2. Crest			
a. Settlement			
b. Misalignment			
c. Cracks			
d. Trees & Brush			
3. Upstream/Downstream Slopes			
a. Slope Protection			
b. Erosion/Beaching			
c. Trees & Brush			
d. Visual Settlements			
e. Sinkholes			
f. Animal Burrows			
g. Seepage			
h. Toe Drains			
i. Relief Wells			
j. Slides/Slumps			
4. Abutment Contact			
a. Erosion			
b. Seeping			
c. Boils			
d. Springs			
5. Appurtenances/Structures			
a. Concrete Condition:			
- Spalling			
- Cracking			
- Exposed Reinforcement			
- Loss of Joint Filler			
- Scaling			
6. Reservoir			
a. Signs of Shoreline Instability			
b. Sedimentation			
c. Excessive Debris			
d. Ice Related Problems			
e. Environmental Concerns			
f. Other			
7. Downstream Channel			
a. Eroding/Back cutting			
b. Sloughing			
c. Obstruction			
8. Fishways			
a. Baffles			
b. Obstructions			
c. Structural Condition			

Lake Level _____ Gate Position _____

Notes:

Gate Maintenance Guide

Lubricant

Exposed dam gate gears must be lubricated with high-tack, water-resistant lubricants designed to protect against extreme pressure, rust, and environmental wash-off. Because these open gears operate near or directly over water, choosing a lubricant that clings tightly to the metal and carries eco-friendly ratings is critical to prevent contaminating the lake.

Recommended Lubricant is Whitmore Decathlon Gold Open Gear Lubricant.



Step-by-Step Lubrication Process

1. Clean the Gears

Remove debris: Use a wire brush or scraper to remove old, hardened grease, dirt, and rust.

Degrease surfaces: Wipe the gear teeth down with a biodegradable degreasing solvent.

Dry completely: Ensure the metal is dry so the new lubricant adheres properly.

2. Inspect for Damage

Check teeth: Look for pitting, gouging, scoring, or excessive wear on the load-bearing faces.

Check alignment: Ensure the pinion and bull gear mesh evenly across the width of the teeth.

3. Apply the Lubricant [1]

Target the load side: Apply grease directly to the driving faces of the gear teeth.

Use the right tools: Use a stiff paintbrush, spatula, or a specialized heavy-duty caulking gun.

Coat evenly: Apply a thin, consistent layer; excess grease will just fling off and pollute the water.

4. Cycle the Gate [1]

Distribute grease: Run the dam gate through its full range of motion immediately after application.

Reapply if needed: Inspect the mesh post-cycle and touch up any dry spots.

Maintenance Best Practices

1. Schedule semi-annually: Lubricate at least twice a year, ideally in spring before peak use and in autumn before freezing temperatures hit.
2. Avoid over-lubrication: Excess grease drops into the lake and attracts abrasive dirt that accelerates gear wear.
3. Monitor weather: Apply lubricant on dry days to ensure optimal bonding to the metal surfaces

Appendix B
Services Proposal Form

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Operation and Maintenance of Toddy Pond Dam Services Proposal

All questions must be answered with clear and comprehensive data; if necessary, add additional pages.

1. Legal name of proposer and primary contact person:

Proposer's office address, telephone, email:

- _____
2. Business's organizational structure (*e.g.* sole proprietorship, corporation, LLC):

- _____
3. Please provide the year the proposer's business was first organized:

- _____
4. If a legal entity (*e.g.* corporation, LLC), provide the state in which the business is organized:

- _____
5. Work of a Similar Nature. Please provide at least three examples of other work of a similar nature to that stated in the Statement of Work, including contact information for references that will assist TPWMD to judge experience, skill, and business standing:

Contract Type & Location	Contract Amount	Project Owner Name & Contact info

6. Qualifications and Experience:

(a) Describe proposer's qualifications and competence of proposer's staff that will be assigned to the work.

(b) Describe proposer's safety record and related training during the three years prior to the proposal submission date.

(c) List your major equipment available to perform the work identified in the Statement of Work.

(d). List any subcontractors whom you would expect to use and the general components for which they will be responsible.

7. Damages:

Within the last five years has the proposer had a damages claim assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets please feel free to include a written summary of your position on the matter.

8. Terminations, Suspensions or Defaults:

Within the last five years has a contract of the proposer been terminated or suspended for cause?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

9. Debarments, etc.:

Within the last five years, has the proposer been i) debarred for any reason by any federal, state, or local government or procurement agencies, ii) suspended or disciplined in a professional licensing proceeding?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

10. Claims History:

Within the last five years has the proposer been a party to a claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each claim on attached sheets including whether the claim was brought by or against the proposer.

11. Fees and Expenses

All costs of providing the Services, including, but not limited to, the cost of all labor, supplies, materials, permits, and insurance must be incorporated into and included in the price.

The undersigned proposes to perform the inspections, operations, and routine maintenance work described in Statement of Work at the following annual cost:

\$ _____

Attach a Schedule of Prices with fully burdened Labor and Equipment rates. Work Orders issued to accomplish Specific Maintenance will be estimated using the Proposers Schedule of Prices attached to this proposal.

The proposer, by submitting a proposal, agrees that:

- It has carefully read and fully understands the information provided by TPWMD in the Statement of Work, to serve as the basis for submission of its proposal to perform the work to operate and maintain the Toddy Pond Dam
- It has the capability to successfully undertake and complete the responsibilities and obligations of the submitted proposal
- It has completed attached forms and is submitting the same as part of its proposal
- The information contained within its proposal is true and correct to the best of its knowledge
- that by the submission of a proposal, the proposer acknowledges that TPWMD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer, and the proposer hereby grants TPWMD permission to make said inquiries;
- It shall provide TPWMD any and all requested documentation in a timely manner.
- It affirms the ability to sign the Services Agreement, a sample of which is included as **Appendix C** to the RFP, without material modification, and is prepared to do so;
- It affirms the ability to provide the required insurance coverage and amounts, including required additional insureds identified in the Services Agreement without modification, and is prepared to do so;

Dated this day of _____

(Legal Name of Proposer)

By: _____

(Authorized Signature)
Title: _____

Appendix C

Service Agreement

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Operation and Maintenance of Toddy Pond Dam

SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____,

_____ by

and between the Toddy Pond Watershed Management District (TPWMD), a quasi-municipal corporation existing under the laws of the State of Maine and located in the County of Hancock State of Maine (hereinafter "OWNER") and

_____ (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled: Operation and Maintenance of Toddy Dam issued under date of _____, _____ by Toddy Pond Watershed Management District and shall do so in accordance with the Contractor's Proposal dated _____, which are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"). The CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

II. CONTRACTOR OBLIGATIONS

The contractor will provide the services hereunder in the capacity of an independent contractor and not as an employee or agent of the TPWMD. The contractor is solely responsible for its employees and personnel and for the payment of their compensation, including if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, Worker's Compensation insurance, and provision of all statutory benefits.

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. CONTRACT PERIOD

The Services to be performed under this Agreement shall be commenced by _____ . The term of the contract is for one year with the possibility of two one year extensions.

IV. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$ _____ for the inspections, operations, and routine maintenance work described in Statement of Work.

The OWNER shall pay the CONTRACTOR for the performance of Work Orders issued to accomplish Specific Maintenance items based on agreed scope and price estimated using the Proposers Labor and Equipment Schedule of Prices attached to this proposal.

V. PROGRESS PAYMENTS

CONTRACTOR shall submit for OWNER'S Approval, monthly invoices for the Services performed hereunder in the previous month. The OWNER shall pay CONTRACTOR such approved amounts within thirty (30) days from OWNER'S receipt of said invoice.

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

VI. GUARANTEE

To the extent construction or materials are provided in the provision of Services hereunder, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER's written acceptance of this project, and agree to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one-year period.

VII. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR.

VIII. OWNER'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

IX. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the OWNER, the following insurance coverages:

- a. **Commercial General Liability** with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement

- b. **Commercial Automobile Liability** with limits no less than \$2,000,000, combined single limit.
- c. **Workers' Compensation Insurance** in amounts required by Maine law
- d. **Employer's Liability Insurance**, as necessary, as required by Maine law.
- e. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

X. INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of Services under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

XII. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the Owner.

XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XIV. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to not otherwise unreasonably encumber the premises with its materials.

XV. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services.

XVI. OWNERSHIP OF DOCUMENTS

All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of Services under this Agreement or sooner upon OWNER's request or the termination of this Agreement.

XVII. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XVIII. Disputes

All legal disputes under this agreement shall be resolved through mediation. If mediation fails, the dispute will be resolved through binding arbitration. The successful party will be entitled to its legal fees and cost of arbitration, including but not limited to its attorney fees.

XIV. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

XV. RELEASE OF INFORMATION

During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

XVI. EXTENT OF AGREEMENT

This Agreement and the Services Proposal attached hereto and hereby incorporated into this Agreement represent the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

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

Date: _____

District:

Contractor:
