



Select Board Meeting  
Meeting Packet  
May 23, 2024



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT: MEDFIELD 2024-4**

**STATE CONTRACT #** (if applicable) \_\_\_\_\_

This Contract is made this 23rd day of May, 2024 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Shady Tree Landscaping with a usual place of business at 674 Pleasant Street, Norwood, MA hereinafter referred to as the "Contractor".

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to the Town to perform lawn mowing and landscaping services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Pricing Quotation for Scope of Work and Compensation (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish lawn mowing and landscaping services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents.

5. **Contract Term:** The Contract Term is as follows: May 23, 2024 through October 31, 2024. The Town's Financial liability beyond the current fiscal year is subject to annual legislative appropriation of funding.
6. **Payment for Work:** The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on May 6, 2024 (Attachment A) in the amount of \$139.91 per cut per week and \$777.28 for spring cleanup. In drought conditions the height of the cut will be stipulated by the Medfield Department of Public Works. No additional payments will be made for variation in the height from the normal specified 3" minimum/4" maximum height. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting divots from the machine rollers or cutters. Should wet conditions persist and additional operations are required to cut the grass the Contractor shall submit a revised cutting schedule for approval. No payments shall be made when cutting conditions are suspended due to inclement weather or adverse conditions. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. **Contractor's Standard of Care.** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established lawn mowing and landscaping service professionals in the area at the time services are provided.
9. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. **Inspection and Reports:** The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the

Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

**14. Termination:**

- a. **For Cause** – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. **For Convenience** – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. **Return of Property** – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

**15. Notice:** Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

**17. Governing Law:** The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Contractor: \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Medfield, by its Select Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment A



## Shady Tree Landscaping

# Revised

**Client Name:** Medfield Council On Aging  
**Project Name:** Lawn Mowing  
**Jobsite Address:** Ice House Road Medfield, MA 02052  
**Billing Address:** Ice House Road Medfield, MA 02052  
**Estimate ID:** EST2584950  
**Date:** May 06, 2024

Please check the 'Approved' box beside all services you wish included in your seasonal service package.

Approved?	Service Description	Per Visit Price
<input type="checkbox"/>	<b>Lawn Mowing Done</b>  Shady Tree crew members on a weekly basis visit your home to provide mowing services. The crew will cut the grass, string trim all areas and blow down the walks, stairs, decks and driveway. This service starts the first week of May and goes until the end of October.	<b>\$139.91</b>
<input type="checkbox"/>	<b>Spring Clean Up Done</b>  Spring clean-up includes the removal of leaves and other debris from the grass areas and all mulched planting beds. Mechanical raking or sweeping of the lawn areas to remove thatch and grass.  An additional cost will be added for excessive brush.	<b>\$777.28</b>

Estimate authorized by: \_\_\_\_\_

Company Representative

Signature Date: \_\_\_\_\_

Estimate approved by: \_\_\_\_\_

Customer Representative

Signature Date: \_\_\_\_\_

\*Prices shown do not include tax. Applicable taxes will be added to invoice(s).

Contractor Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_