



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

MICHAEL MCCALL
TOWN MANAGER
TEL. (508) 358-3620
mmccall@wayland.ma.us

January 18, 2024

The Collaborative Inc.
c/o Mr. Edward Shoucair
122 South St.
Boston, MA 02111

RE: Notice to Proceed

Dear Mr. Shoucair:

A fully executed copy of your firm's contract with the Town of Wayland has been completed. You are hereby notified to commence work in accordance with the contractual documents.

We look forward to working with your firm on this important project. Please contact Wayland DPW Director, Tom Holder for further instructions on the start of work.

Thank you,

A handwritten signature in blue ink, appearing to be "JB", is written over the printed name of John Bugbee.

John Bugbee
Assistant Town Manager

Cc: Michael McCall, Town Manager
Tom Holder, DPW Director



Town of Wayland

41 Cochituate Rd.
Wayland, MA 01778
508.358.6821
www.wayland.ma.us

THIS AGREEMENT made this 12th day of January, 2024, by and between the TOWN of Wayland, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Cochituate Road, Wayland, Massachusetts, hereinafter referred to as the "TOWN", and The Collaborative Inc., a corporation having a usual place of business at 122 South St., Boston, MA 02111 hereinafter referred to as the "CONTRACTOR".

WHEREAS, the TOWN utilized sound business practices to provide the Town with services related to the "Route 20 South Landfill Redevelopment project" in the Town of Wayland, MA, hereinafter "the Project" and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work with a job reference titled, "Support to Route 20 South Landfill Visioning Committee" dated January 8, 2024.

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the CONTRACTOR's Scope of Work proposal dated January 8, 2024. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of providing the Town of Wayland, MA with services related to the Redevelopment of the Route 20 South Landfill as more fully described in the quote issued by the CONTRACTOR document issued on January 8th, 2024 and as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from Notice to Proceed date and shall expire upon completion date, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - a. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of ***Nine Thousand Nine Hundred dollars (\$9,900)***.

- b. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - c. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - d. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. 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.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- a. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Automobile Liability

Bodily Damage Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Workers' Compensation Insurance

Coverage of all employees in accordance with Massachusetts General Laws

- b. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

- a. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. 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.
- b. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall

cease to incur additional expenses in connection with this 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 not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR 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.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The TOWN reserves the right to investigate at any time through the CORI process criminal history information regarding any officer or employee of the CONTRACTOR who will work under the Contract.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses 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, when deposited with such delivery service.
17. **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.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the

adjudication of disputes arising out of this Agreement.

19. 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.

20. SUPERVISION. The Contractor shall give personal supervision to the work and shall employ a competent supervisor during the progress of the work. The Contractor shall employ a sufficient number of competent workers who are experienced thoroughly in this type of work. The Contractor shall be required to redo, at their own expense, any work not done according to specifications; any work in relation to which there shall be doubt or discrepancy unless performed in accordance with the adjustment thereof and any work done in violation of law or public authority; any work done in accordance with verbal instructions not confirmed in writing.

The selected contractor shall discharge or replace from service in Wayland any person who, in the opinion of the Town, is incompetent, disorderly or otherwise unsatisfactory.

21. ACCIDENT, FIRE AND SAFETY PREVENTION. The Contractor shall be responsible for carrying out fire, accident and safety prevention policies. (There will be no smoking allowed within the buildings or within 50 feet of Town property).

WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on the date indicated above.

AGREED:

CONTRACTOR: The Collaborative Inc.

By Matt George Date: Jan 12, 2024

Matthew George

(Name)

Chief Financial Officer

(Title)

122 South Street

(Address)

Boston, MA 02111

(City and State)

mgeorge@thecollaborative.com

(email address)

TOWN OF WAYLAND, MASSACHUSETTS

(Owner)

Michael McCall

Michael McCall, Town Manager

Date: 1/19/24

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By Brian Keveny Date: 1/18/24
Brian, Keveny, Director of Finance

40456000-54199
Appropriation No.

Purchase Order No.