



SECTION 00500 - AGREEMENT

THIS AGREEMENT, made this 7th day of September, 2016, by and between the party of the first part, the Town of North Reading, hereinafter called "OWNER," acting herein through its School Committee, and the party of the second part, Weed & Feed Inc. d/b/a DHT Golf Services doing business as ~~*(an individual)~~ ~~(a partnership)~~ ~~(a joint venture)~~ (a corporation) located in the ~~*(City)~~ (Town) of Plymouth, County of Plymouth, and State of Massachusetts hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

Herein after called the project, for the sum of one hundred forty one thousand two hundred and twenty eight dollars.

Dollars (\$141,228) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, Section 00750 SUPPLEMENTARY GENERAL CONDITIONS and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

*Strike out inapplicable term.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project by October 21, 2016.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section 00700 GENERAL CONDITIONS.

The goal for minority business enterprise (MBE) participation for this contract is a minimum N/A percent MBE participation, on the basis of the total dollars paid. The CONTRACTOR agrees to take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women-owned businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The CONTRACTOR shall require similar reports from its subcontractors.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

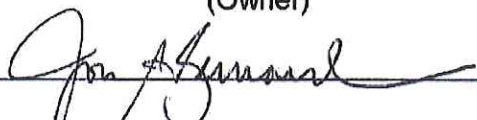
The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS as amended by the supplementary general conditions, and to make payments on account thereof as provided in Section 00700 GENERAL CONDITIONS.

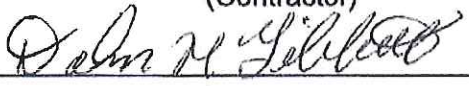
IN WITNESS WHEREOF, the parties to these presents have executed this contract in counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

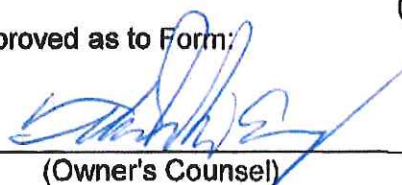
Town of North Reading, Massachusetts
(Owner)

By 
Jon C. BERNARD
(Name)
Superintendent of Schools
(Title)

Weed and Feed Inc. d/b/a DHT Golf Services

(Contractor)
By 
Dahn H. Tibbett
(Name)
Owner/President
(Title)
8 Meadow Park Road, Unit #3
(Address)
Plymouth, MA 02360
(City and State)

Approved as to Form:

By 
(Owner's Counsel)

HP Law, P.C.
(Name)

In accordance with M.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 District has been authorized to execute the contract and approve all requisitions and change orders.

By Michael Connelly (Owner's Accountant)
Michael Connelly
(Name)