



## PROPOSAL

Date: 2/3/2021

### Mailing Address:

Jeff North  
c/o Ellen Cushman, Belmont Town Hall  
455 Concord Ave.  
Belmont, MA 02478

### Site Address:

[Belmont-Lone Tree Hill]  
Belmont Conservation Land  
251 Mill St.  
Belmont, MA 02478

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### Black Swallow-wort Management in Great Meadow - Proposal #4962

Dear Jeff:

I am pleased to present this proposal to assist you with the restoration of your property at Lone Tree Hill conservation land in Belmont. I look forward to assisting you with invasive Black Swallow-wort management in the meadow areas. Parterre Ecological will ensure that your goals to restore the meadow areas are realized in a professional, well developed manner.

#### SCOPE OF WORK

- Identification of existing invasive plant species in the meadow areas of Lone Tree Hill
- Foliar herbicide application treatment to invasive plant species by MA licensed and insured pesticide applicators

Not included in Scope of Work:

- Any public communication or signage notifying visitors of treatments
- Additional restoration hours required to continue management of invasive plant sprouts after this initial Scope of Work is complete (invasive species typically take 3-5 years to fully eradicate)

#### TERMS

Any additional work related to the project not mentioned in the above SCOPE OF WORK will be billed with your direction to proceed, based on our standard hourly rates described in the attached Addendum. This arrangement allows the ultimate efficiency on your behalf, as the billings directly reflect the work completed on the project. In order to initiate the project, please return a signed copy of this agreement and a **50% deposit** which will be applied to your final bill.

If you have any questions, please feel free to contact us. We are looking forward to working with you on this project.

Sincerely,  
PARTERRE ECOLOGICAL

Miles Hilton Connors  
Director of Ecological Services  
mconnors@parterregarden.com



**Great Meadow Invasive Plant Management**

**\$5,925.00**

Field Technicians who maintain Massachusetts Pesticide Applicators licenses and are trained in the identification of invasive plant species will complete prescribed management strategies, including plant-specific herbicide application techniques. At the appropriate time of the season we will schedule treatments to optimize the control of Black Swallow-wort in the meadow areas.

**Late Spring\_Management of Black Swallow-wort**

**\$3,350.00**

- Black Swallow-wort identification and foliar herbicide application in meadow areas

Herbicide: Triclopyr 70.0 OZ

**Mid Summer\_Management of Black Swallow-wort**

**\$2,575.00**

- Black Swallow-wort identification and foliar herbicide application in meadow areas

Herbicide: Triclopyr 70.0 OZ

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<b>Total</b>	<b>\$5,925.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$5,925.00</b>



## ECOLOGICAL ADDENDUM

### Expenses

The Client will be billed for reasonable and necessary material expenses incurred in carrying out the work, such as herbicide, disposal, printing of documents, and/or presentation boards for client communication. All expenses associated with the removal and dumping of materials generated by initial design or restoration work shall be billed as reimbursable expenses.

### Hourly Rates

The following hourly rates will be charged for the services provided as described in the foregoing proposal letter:

Landscape Architect	\$150/hr
Land Management Planning	\$150/hr
Ecological Project Manager	\$85/hr
Herbicide Applicator	\$80/hr
Ecological Field Technician	\$80/hr

The above rates are subject to change in accordance with an annual review.

### Guarantee

PGSI will not guarantee the services above against acts of nature or human vandalism. This includes destruction from wildlife including herbivory of deer, rabbits, beavers, or other animals. Additionally, PGSI will not guarantee any restoration planting against extended periods of drought, but can provide recommendations for installing a temporary irrigation system upon client request. PGSI does not guarantee the services above from intense storm events including flooding, winter storms or hurricanes which can damage plantings and bioengineering measures. In the event that human vandalism, wildlife, drought, or storm events destroy plantings, the one-year guarantee would become void.

Parterre will not offer a one-for-one guarantee on any material smaller than one gallon. We will, however, guarantee coverage of the desired species and will make the necessary replants as needed by the end of the warranty period. Any plant material one gallon and larger we will guarantee on a one-for-one replacement, provided that Parterre maintains the property after installation for the length of the guarantee.

The services to be provided pursuant to this Contract shall be performed with the professionalism of the green industry. Although PGSI makes no warranty, express or implied, it believes that PGSI's capabilities are exceptional. PGSI will therefore work with the Client to clarify any issues or to resolve or remedy any problems for which PGSI is responsible. In the unlikely event that PGSI is liable for any damages sustained by the Client, PGSI's total liability shall not exceed the fees paid by the Client for services, together with the cost of replacement or repair of materials supplied by PGSI. PGSI will not assume liability for any incidental, special, or consequential damages.

### Communication

PGSI requests Client cooperation to forge a strong working relationship that will ensure PGSI provides the Client with an exceptional finished product. This will require open and timely communication throughout the restoration process. If the Client has any concerns regarding the scope of the work, the work performed, or the timeliness of the work, please bring it to PGSI's attention so they can address it immediately. If PGSI does not receive any complaints, PGSI will assume the Client is satisfied with the work as performed.



### Payments

Invoices will be rendered monthly for work performed and expenses incurred in the prior month. Any invoices will be presented either directly to the Client or via first class mail and shall be payable upon receipt. A finance charge may be added to balances outstanding more than thirty (30) days by applying a rate of 1% per month, which is equal to an annual percentage rate of 12%. The Client agrees to read carefully all billing statements and promptly notify PGSI in writing of any claimed errors or discrepancies within fifteen (15) business days of the statement. Thereafter the Client and PGSI will review the disputed charges together. If PGSI does not hear from the Client in writing, it is presumed that the Client agrees with the accuracy and fairness of the billing.

PGSI reserves the right to suspend services if the payment of any invoice is not received within forty-five (45) days of the invoice date. However, since PGSI sincerely does not wish to take any of these actions, the Client is requested to communicate with PGSI regarding any difficulties or issues that may result in the Client's failure to pay an invoice within the applicable period. If it is necessary for PGSI to take any action, including but not limited to arbitration and litigation to collect overdue fees, the Client is responsible for reimbursing PGSI for any costs or fees, including Attorneys' fees, incurred by PGSI due to collection efforts.

### Termination

The Client has the right to terminate this Contract at any time by providing PGSI with seven (7) days' written notice. In the event of such early termination or if PGSI suspends work due to failure to remit payment, the Client will be responsible for the cost of all work performed and expenses incurred until the date of the decision to suspend, or PGSI's receipt of the Client's notice of termination.

### Arbitration

Any claim arising out of this Contract, if not resolved informally, shall be resolved exclusively through private binding arbitration before a single arbitrator mutually selected by both parties. If the parties cannot agree upon an arbitrator within twenty-one (21) days after a party has made a demand for arbitration, the matter shall be submitted to the Boston office of The American Arbitration Association pursuant to The Association's commercial arbitration rules. Notwithstanding the foregoing, either party shall have the option of bringing an action or claim to small claims court and shall not be required to arbitrate matters that are within the jurisdiction of such court.

### Miscellaneous

This Contract shall be interpreted according to Massachusetts's law and in Massachusetts's courts. Any modification of this Contract must be in writing and signed by both parties. If any provision(s) of the Contract is determined to be partly or entirely invalid, the remainder of the Contract shall remain fully valid.

PARTERRE GARDENING SERVICES, INC.

ACCEPTED AND APPROVED:

Miles Hilton Connors  
Director of Ecological Services

By: Jeff North  
Date: