

TOWN OF
EAST MONTPELIER, VERMONT
SELECTBOARD

Jon Jewett (2022 – 2024)
Scott Hess (2023-2025)

Zoe Christiansen (2023-2024)
Carl Etnier (2022 – 2025)

Chair, Seth Gardner (2021 – 2024)

May 16, 2023

Tim Frazier
Creative Visions, LLC
1425 VT Rte. 14 South
East Montpelier, VT 05651

Re: 2023 – 2025 Town Lawn & Grounds Maintenance Contract

Dear Mr. Frazier:

On behalf of the East Montpelier Selectboard, I'm happy to offer you the contract to provide lawn care and grounds maintenance services for the town in 2023, 2024 & 2025.

The town agrees to pay you annually a total of \$10,200 in six equal installments on the schedule listed in the enclosed agreement. The town requires invoices for services rendered prior to payment.

To complete the contract for lawn mowing we need 3 items:

1. A current Certificate of Liability Insurance with the town listed as certificate holder. We have a certificate that expires May 2, 2024. Please ensure that we always have a current certificate throughout the term of this contract.
2. Completion of the enclosed Non-Employee Work Agreement/Liability Hold-Harmless Agreement. Your current certificate of insurance includes workers compensation coverage. This coverage should be maintained for the term of this contract.
3. Completion of the enclosed mowing agreement.

We appreciate your continued service to East Montpelier. Please feel free to contact me with any questions or concerns.

Sincerely,

Gina Jenkins
East Montpelier Town Administrator

Agreement for 2023, 2024 & 2025 Lawn Care & Grounds Maintenance Services

The **Town of East Montpelier (Town)** agrees to hire **Tim Frazier, d.b.a. Creative Visions, LLC**, to provide the following lawn care and grounds maintenance services for the 2023, 2024 & 2025 seasons:

1. Weekly mowing, trimming, and general clean-up of the Town office building lawn.
2. Weekly mowing, trimming, and general clean-up of the pocket park in front of the Old Brick Church, including trimming around the plantings and structures.
3. Weekly mowing, trimming, and general clean-up of the lawn in front of the Old LaPerle Farm farmhouse property.
4. Weekly mowing, trimming, and general clear-up of the Park 'n Ride Facility and adjacent ground on the Old LaPerle Farm Property.
5. Occasional mowing, trimming, and general clean-up of US Route 2 sidewalk zones.
6. Weekly mowing and trimming of the Town recreation field, including entrance area, understanding that scheduling needs coordination with the Town's Recreation Board.
7. Annual grounds maintenance:
 - a. Spring clean-up: sweeping Church Street parking lots & sidewalks;
 - b. Pressure washing of town office building;
 - c. Planting of flowers in town office building planters (flower value \$100/side);
 - d. Mulch around flower and shrub beds at town office building as well as around trees and shrubs on the Church Street green.

The Town agrees to pay Creative Visions, LLC the amount of \$10,200 in six equal payments of \$1,700 payable on or before the 1st of six consecutive months beginning with June and ending with November for 2023, 2024, & 2025. Creative Visions, LLC agrees to provide an invoice for the correct installment amount with a list of services rendered for the relevant time period no later than 15 days prior to the payment due date. Should the Town agree to engage Creative Visions, LLC for other services on occasion, payment shall be from invoice with a due date of no less than 15 days from date of invoice delivery.

This Agreement may be terminated at any time by either party with the understanding that proportional payment is due to Creative Visions, LLC for services rendered prior to termination.

This Agreement may be amended as necessary to reflect alterations in the recreation field's management, lawn care needs for the Old LaPerle Farm property, and any other changes to the Town's lawn care & grounds maintenance needs.

Date: _____

Date: _____

Tim Frazier, d.b.a.
Creative Visions, LLC

Gina Jenkins
East Montpelier Town Administrator

TO: **Town of East Montpelier**, a Vermont Municipality:

NON-EMPLOYEE WORK AGREEMENT

Under 21 VSA §601 (14) (F), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered workers or employees of the municipality.

Town of East Montpelier Certifications:

- **Tim Frazier, d.b.a. Creative Visions, LLC**, is operating under a written contract to **provide lawn care & grounds maintenance services during 2023 – 2025 at town properties in East Montpelier Village and the East Montpelier Recreation Field.**
- **General lawn care & grounds maintenance:**
 - is not a normal municipal function;
 - is beyond the scope of any employee’s job description; and,
 - the town does not have the equipment necessary to perform the work.

Contractor Certifications:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of:

**Creative Visions, LLC
1425 VT Rte. 14 South
East Montpelier, VT 05651**

hereby certifies that I am aware of my right to purchase Workers’ Compensation insurance and have elected to purchase Workers’ Compensation coverage as described below:

Undersigned, hereby attests I have procured Workers Compensation Insurance Coverage from:

Carrier: _____

Effective Dates: _____ to _____

Limits of Liability: _____

Certificate of Insurance has been provided to the town.

Sign: _____ Date: _____

Tim Frazier
d.b.a. Creative Visions, LLC

Municipal Representative Signature: _____

(See other side for liability hold harmless agreement)

LIABILITY HOLD-HARMLESS AGREEMENT

In consideration of the agreement of the **Town of East Montpelier** to engage my company and me to perform certain services for the Municipality, I, **Tim Frazier, d.b.a. Creative Visions, LLC**, agree, and for myself and my heirs, executors and administrators agree to indemnify, defend and hold forever harmless the **Town of East Montpelier**, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the **Town of East Montpelier**.

- A valid, current, certificate of insurance has been provided to the town and will be kept up-to-date throughout the term of the contract.

Sign: _____ Date: _____
Tim Frazier
d.b.a. Creative Visions, LLC

Witnessed by:

Witness Sign: _____

Witness Name: _____