



Town of West Rutland
35 Marble St. West Rutland, VT 05777 (802) 438-2263, fax 438-5133

Agreement made between the Town of West Rutland, Vermont by it's Selecbord, or authorized agent Town Manager), and _____ on this _____ day of April, 2018.

Whereas, the Town has within it town lots in need of mowing for five years beginning with the 2018 lawn care season through 2022.

It's mutually agreed between parties as follows:

- 1. The contractor agrees to mow between the dates of May 1st and October 31st as directed below or as needed and directed by the Town Manager.

Required Mowing Schedule:

General, Water and Wastewater – every Friday

Cemeteries every other week – any day

- 2. The following location shall be mowed by _____(contractor):

TOWN-GENERAL	PRICE
Town Hall	_____
Pleasant Street Welcome & Sidewalk	_____
Industrial Park sign – Sheldon	_____
Clarendon Avenue Welcome Sign	_____
Clarendon Avenue Twin Bridges	_____
Islands at Jughandle	_____
Dewey Avenue Corner Lot with Bridge	_____
Marble Street-Pocket Park	_____
Fire Station property	_____
Crescent Street Sidewalk	_____
Park and Ride on Thrall	_____
Marble Street-Depot Park	_____
Marble Street-Marsh Boardwalk	_____
School rear entrance – High Street	_____
Chapel Street bench	_____
CEMETERIES	
Pleasant Street	_____
Whipple Hollow	_____

WATER DEPARTMENT

Clark Hill Water Tank _____
Pleasant Heights (hand trim once a month) _____
Well area at Recreation Area _____

WASTE WATER DEPARTMENT

Main Street Pump Station _____
Barnes Street Pump Station _____
Clarendon Avenue Pump Station _____
Elm Street Pump Station _____
Thrall Avenue Pump Station _____
Harrison Avenue Pump Station _____
Baxter Street Pump Station _____

TOTAL _____

RECREATION AREA (May or may not be included in the total bid please quote price separately)

Recreation Area general area
(building, t-ball, parking lot, playground, volleyball areas) _____
Ball Field with Fence _____
Bike Path and Parking Lot _____
Soccer Field (please cut shorter to 2” and before 2.5” of new growth) _____
Dog Park (every other week) _____

TOTAL _____

3. The contractor agrees to bill monthly according to recorded mow frequency.
4. Termination of this contract may be affected by the Selectboard at any time for just cause.
5. The contractor agrees to start blades low @ 2 1/2 “ until weather permits then set at 2 7/8” and if no rain 3”. In the Fall, blades may be dropped back to 2 1/2”. Grass will not be mowed unless there is a minimum of 1” of new growth, from the previous cut. Areas will be mowed before there is a maximum of 3” of new growth. Trimming around obstacles will be performed at every mowing.
6. The town assumes no responsibility and shall be held harmless for any damage done by the contractor, his agents or employees, under the terms of this agreement. The contractor shall maintain during his service period, at his own expense, general contractors liability insurance, and comprehensive automobile liability insurance. Said insurance(s) shall insure the town, and the contractor, against all claims for injuries to persons; including death, or property in the performance of the work outlined in this agreement. Any subcontractor hired by the contractor shall carry general contractor’s liability insurance. The contractor and subcontractor shall furnish the town with satisfactory evidence of insurance before any payment will be made to the contractor.

7. The Town Manager shall be responsible for seeing that the contractor is properly carrying out the terms of this agreement. If the terms are not being properly carried out, the Town Manager may direct the Contractor to so abide. At any time the contractor is not performing with satisfaction, payments due or to become due may be withheld until the dispute is settled.
8. The parties understand and agree that _____ is an independent contractor and not an employee of the Town. As such, _____ is responsible for his own workers compensation insurance, liability insurance, and all federal, state and local tax filings. Any personnel needed by the Contractor to perform this contract shall be employed by the contractor, and the contractor shall be responsible for complying with all state and federal laws including but not limited to workers compensation law, minimum wage law, employment security law, and income tax laws pertaining to such employees. As an independent contractor, _____ is also responsible for maintaining his vehicles, equipment and tools in a safe and legal condition.
9. The Town Manager may add or delete mowing areas as needed.
10. The services listed herein this contract will not exceed \$_____ for the entire season.

IN WITNESS WHEREOF the parties have hereunto executed the same in duplicate on the _____ day of April, 2018

Contractor

Town Manager

Witness