

CONTRACT FOR Snow Plowing SERVICES

This Contract is entered into on December 22, 2025 by and between the Town of Charlotte (hereinafter “Municipality”) and **Fortins Lawn Care**, who has a principal place of business in St. George, Vermont, with a mailing address of; 265 Hemlock Road, St. George VT (hereinafter “Contractor”) for services to Municipality. Municipality and Contractor are referred to collectively as "parties." Contractor contact information is required for all matters related to this contract.

Name of Primary Contact: Brian Fortin

Work Phone: _____ **Work Email:** _____

Additional documents required at time of this completed contract;

Independent Contractor:

- _____ Copy of Certificate of Insurance that meets requirements in Article 6.
- _____ Non- Employee Agreement
- _____ W-9 Form

Background Checks are required for all persons working directly with youth and will be administered through applicable Town of Charlotte authority.

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

Program/Service Task(s): Snow plowing services for the Charlotte Town Hall and Library, which includes:

1. Snow Plowing the parking area when the depth of snow is at least 1”
2. Shoveling snow off sidewalks for Town Hall and Library when the depth of snow is a least 1”.
3. Salting and Sanding parking lot areas often to prevent ice buildup.

Program/Service Date(s): November 2025 – April 2027 (Two Year Contract)

Program/Service Location: Town Hall and Library

Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town’s determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Payment arrangement (Rate of payment/timing of payment):

\$150 Per plowing for snow; \$150 Per treatment for sanding / salting. For a total fee for plowing, sanding and salting is limited to \$7,200 without prior Selectboard approval.

All paperwork provided by the Town of Charlotte must be completed before payment is submitted. Payment will be submitted after the completion of the program/service unless the duration of the program/service exceeds 30 days.

ARTICLE 3: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 4: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses.

ARTICLE 5: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor in the execution of the work or in guarding the same.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 6: INSURANCE

Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor does not carry liability insurance. If Contractor does not carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement.

The Contractors policies shall name the Municipality as an additional insured on liability insurance coverages.

ARTICLE 7: TERMINATION

Either party may terminate this Agreement, with or without cause, upon 30 days written notice.

ARTICLE 8: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY:

By : _____

Print Name: _____ Position/Work Title: _____

In the presence of:

Witness as to Municipality

CONTRACTOR:

By: _____

Print Name: _____ Position/Work Title: _____

In the presence of:

Witness as to Contractor