



1026 Park Ave · PO Box 99
Grand Lake, CO 80447
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To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Hilly Lawn 2023 Contract
Date: February 27, 2023

Background

For many years, the Town has contracted with Hilly Lawn to provide landscape services on our numerous plantings. Hilly Lawn's service has always been performed with skill and professionalism.

The 2022 contract totaled \$54,290. The proposed 2023 contract totals \$68,668. The 2023 contract will cover significantly more gardens and plantings than the Town maintained in 2022. It also reflects a needed COL increase and the increased cost of gasoline.

The proposed 2023 contract incorporates several increases over the 2022 contract. The contract includes an increase of twenty percent in pay to account for an increased cost of living and an increase in the scope of the work. The scope of work is increasing because of many additional plantings located throughout the Town, including down at the beach area, along Park Avenue, and out at Veteran's Memorial Park. The contract also includes an increase in the gas allowance to reflect increased gas costs, and an increase in the materials budget to reflect the additional plantings that Hilly Lawn will be maintaining.

The Town has received numerous compliments on our gardens over the past couple of years. They definitely impact the experience that our locals and our visitors have when they walk around town. Replacing Hilly Lawn would be very difficult unless the Town paid significantly more than Hilly Lawn is asking.

Staff recommends that the Board approve a contract with Hilly Lawn for landscape services in 2023.

Motion

If the Board wishes to continue employing Hilly Lawn in 2023, it should adopt the following motion:

I move to instruct the Mayor to execute the attached contract with Hilly Lawn for 2023 landscape services.

**AGREEMENT FOR LANDSCAPING
AND GARDENING SERVICES**

THIS AGREEMENT, dated this 27th day of February 2023, is by and between the Town of Grand Lake (Town) and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 34, #31, Grand Lake, Colorado (Landscape) for contract gardening and landscaping services:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be received, the Town and Landscape covenant and agree as follows:

1) Landscape is hired by the Town for contract gardening and landscaping. Total compensation for the period of this Contract shall be Fifty Thousand Eight Hundred Sixty-Eight Dollars (\$50,868.00), which shall be prorated over six months in equal payments (\$8,478.00) and Reimbursed fuel at Two Thousand Eight Hundred dollars (\$2,800.00), which shall be prorated over six months in equal payments (\$233.33) beginning in June (for month of May) and ending in November (for month of October). It shall be the Landscape's responsibility to bill the Town in accordance with the Town's normal billing/accounts payable cycles.

2) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the Landscape and reimbursed by the Town or charged to a Town credit account, shall not exceed Fifteen Thousand Dollars (\$15,000.00). Landscape shall keep a written record of all supplies purchased. Any reimbursement or expenditures in excess of these amounts must be approved in advance, in writing, by the Town Manager.

3) Landscape is classified as a contract laborer. As such, the Town shall not withhold taxes nor contribute FICA or Workers' Compensation insurance for, or on behalf of, Landscape. Landscape shall not be entitled to vacation pay, sick leave, holiday pay, or other benefits accorded to regular employees as the same are defined in the Town's personnel policies. It is understood that Landscape will supply, if applicable, its own Workers' Compensation coverage.

4) Landscape shall be responsible for the acts, errors, or omissions of Landscape and its employees, consultants, agents and any other persons employed or retained on behalf of Landscape in connection with this Agreement. Landscape agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Landscape and Landscape's employees, consultants, agents and any other persons employed or retained on behalf of Landscape in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

5) At its sole cost, Landscape agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Landscape from claims which may arise out of, result from or be related to the Landscape's performance of the work outlined in this Agreement, whether such performance be by the Landscape or by someone directly or indirectly retained or employed by Landscape or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in

conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
 - i. Bodily Injury and Property Damage
\$2,000,000 each occurrence
\$4,000,000 aggregate
 - ii. Personal Injury
\$2,000,000 each occurrence
\$4,000,000 aggregate

- B. Commercial Automobile Liability
 - i. Bodily Injury & Property Damage (Combined Single Limit)
\$1,000,000 any one accident or loss

6) It is specifically agreed that neither Landscaper nor any person working on its behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

7) Landscaper's work shall be coordinated with, and overseen by, the Town's Public Works Director with policy guidance from the Town's Greenways Committee.

8) Landscaper will comply with all local, State and Federal laws and regulations.

9) This Agreement may be terminated by either party upon ten (30) days written notice.

10) This Agreement shall be in force and effect beginning on May 1, 2023 and shall terminate on or before October 31, 2023 with the understanding that there is a budget amount of \$50,868 for landscaping services, \$15,000 for supplies and \$2800 for fuel, which may not be exceeded in the fiscal year 2023, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

By: _____
Stephan Kudron, Mayor

By: _____
Carol Ann Thompson

By: _____
Carla Lawn