

Request for Bid for Mowing of Town Properties

74 School Street (Town Office), Kanokolus Beach (Boat Landing), 5 Fire House Lane (Fire Hall), Town Triangle, Neckdowns and sidewalk areas.

The contractor shall be responsible for weekly mowing or as needed, as weather permits, trimming and maintenance of landscaped areas of the property from mid-May to mid-October. Spring and Fall cleanup of all properties listed.

Will be responsible for the weed trimming weekly or as needed as weather permits of the Town Pump building.

The contractor shall have adequate equipment and employees to fulfill the contract.

Terms: Term of the contract will be for 3 years with the right to extend for 2 years without a new bid. Contractor shall carry adequate liability, automobile, and workers' compensation coverage.

Sealed bids need to be received by the office by January 6, 2025, by 2pm. Please indicate on the envelope the Town Property Mowing Sealed bid.

Please provide a copy of your Certificate of Insurance with your bid documents. If awarded, a contract will be drafted between the contractor and town. The town reserves the right to addend the contract for negotiated costs for acquisition of additional properties.

Cemetery Mowing Request to Bid

Contractor shall bid this project as to adhere to the attached sample contract for cemetery maintenance.

Sealed bids need to be received by the office by January 6, 2025, by 2pm. Please indicate on the envelope the Cemetery Mowing Sealed bid. Please provide a copy of your Certificate of Insurance with your bid documents. If awarded, a contract will be drafted between the contractor and town. The town reserves the right to addend the contract for negotiated costs for acquisition of additional properties.

Request of Bid for Bushhogging of listed Town Properties

Horse Ring at the corner of Prairie Rd and School St, Crosby Brook Rd (Town Dump), Sand and Salt Shed (Crosby Brook Rd), Around Welcome to Unity signs

The contractor will be responsible for 2-4 bush hogging of properties listed above as needed.

Terms: Term of the contract will be for 3 years with the right to extend for 2 years without a new bid. Contractor shall carry adequate liability, automobile, and workers' compensation coverage.

Sealed bids need to be received by the office by January 6, 2025, by 2pm. Please indicate on the envelope the Town Property Bushhogging Sealed bid.

Please provide a copy of your Certificate of Insurance with your bid documents. If awarded, a contract will be drafted between the contractor and town. The town reserves the right to addend the contract for negotiated costs for acquisition of additional properties.

Town of Unity Contract Work Specification for Cemetery Maintenance

This cemetery maintenance contract will be a three (3) year contract for the calendar years 2025, 2026, and 2027.

All work will be performed as deemed necessary by the Contractor in conjunction with the Cemetery Committee and the Selectboard. The Inhabitants of the Town of Unity take pride in the appearance of its cemeteries and encourage the Contractor to share that pride. The cemetery grounds will be well maintained at all times and of particular importance is the two (2) weeks preceding Memorial Day when family members visit their loved one's gravesite.

The following cemeteries will receive regular lawn care and maintenance:

1. Boulter Cemetery – 430 Bryant Road
2. Douglass Cemetery – 459 Stevens Road
3. Farwell Cemetery – 39 Berry Road
4. Fordyce Field Cemetery – Kanokolus Road
5. Fowler Cemetery – 1035 Albion Road
6. Pond 1 Cemetery – Kanokolus Road
7. Pond 2 Cemetery – Kanokolus Road
8. Quaker Hill Cemetery – 437 Quaker Hill Road
9. Village Cemetery – 52 School Street

A. Turf

1. **Mowing:** All cemeteries shall include mowing and lawn care at least every 10 days during the summer season (May 10th - July 30th) and then every 14 days through October 15th, depending on the grass height, weather permitting. Lawns shall be mowed at a minimum height of 2 ½". The Contractor shall adjust lawn mowing height if requested by the Town of Unity Sexton in conjunction with the Cemetery Committee and Selectboard. Trash and debris, if present, shall be removed and properly disposed.

All cemeteries are to be trimmed, mowed, and have trash and debris removed before May 10th and again the weekend immediately before Memorial Day.

Access roads and areas leading into the cemeteries and areas adjacent to the cemeteries are to be mowed when cemeteries are mowed. Cemetery entrances are to be trimmed back for safe visibility. All interior areas of each cemetery shall be kept cut back, including fence lines and perimeters.

Each individual cemetery shall be completed before moving on to another cemetery or project. All mowing, trimming, and cemetery cleanup in a particular cemetery must be done completely once started. If not completed that same day, it must be finished the following day, weather permitting.

2. **Grass Clippings:** The Contractor shall be responsible for removing grass clippings from headstones, roadways, and other areas that are not part of the grass being mowed.
3. **Trimming:** Contractor shall be responsible at every mowing for trimming around headstones, trees, signposts, fence posts, and any other part of the lawn where the lawn mower may not be able to reach during mowing. Care will be taken to avoid damaging headstones, trees, shrubs, and objects.

Mowing and trimming shall be done to the boarder lines of all cemeteries, wherever possible

4. **Brush and Hedge Maintenance:** Brush, bushes, and hedges growing next to stone walls and fences shall be cut and/or trimmed to maintain a tidy appearance without compromising health of the landscaping. Suckers or shoots from the base of established trees shall be neatly cut back and not broken off.
5. **Removal of Debris:** Any and all lawn care and maintenance debris shall be removed from the site and disposed of properly.
6. **Turf Care:** Damaged areas of turf (regardless of cause) shall be seeded/repaired and attended to in order to assure that seeding or repair is successful.
7. Care shall be taken to ensure that mowing and maintenance does not damage gravestones or grave sites. Should a gravestone be damaged, the Contractor must notify the Sexton, Cemetery Committee, and/or Selectboard in writing as soon as possible.
8. The Contractor shall promptly notify the Sexton of any problems existing in the cemeteries, such as sunken, toppled, or defaced headstones and all other items that need attention.

B. Cleanup:

1. Spring Cleanup:
 - a) The Contractor shall remove leaves, branches, damages from winter plowing, and any other material not consistent with good lawn care.

This shall include the property interior to stone walls and fences and exterior along fences and along roadways.

- b) All winter gravesite decorations and all trash shall be removed from all cemeteries by May 10th.

2. Fall Cleanup:

- a) The Contractor shall remove leaves, stones, branches, and other material not consistent with good lawn care.
- b) The Contractor shall remove and dispose of summer gravesite decorations and all trash shall be removed from all cemeteries before final payment in October.

C. Property Damage:

The Contractor shall defend, indemnify and save harmless the Town and all persons acting for or on behalf of it against all claims for injury (including death), loss or damage, arising out of the Contractor's performance of this contract.

The Contractor shall be responsible for the replacement or repair of any Town property or cemetery stones or markers which are damaged by the Contractor.

D. Equipment Requirement(s):

The Contractor shall provide all necessary equipment and/or tools, and the Town will assume no responsibility for damaged or destroyed equipment.

The Contractor shall possess and maintain appropriate equipment necessary to maintain properties and carry out responsibilities of the Agreement. As part of the bid submission the Contractor shall furnish the equipment listed in its "**BID FOR LAWN CARE.**"

E. Performance Terms and Conditions:

- 1. The Contractor shall not subcontract or assign any part of this Agreement to any other entity.
 - a) **Employees:** The Contractor shall provide a sufficient number of employees to perform the required services efficiently, appropriately, and in a manner satisfactory to the Town.
 - b) **Business Reviews:** The Contractor shall meet with the Sexton prior to March 1 of each calendar year of the term to review the duties and

expectations under the contract and any minor alterations to the Contractor's expected scope of work.

- c) **Other Conditions:** The Contractor shall ensure staff perform required duties for the Town prior to their private contracts, and follow priorities set by the Selectboard.

F. **Contractor's Liability Insurance:** The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the Town. **It is a requirement that the TOWN be named as an Additional Insured on the General Liability and Automobile Liability policies.**

- 1. **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury.....	\$1,000,000
Per Project Aggregate.....	\$1,000,000
General Aggregate.....	\$2,000,000
Products and Completed Operations Agreement	\$2,000,000
Medical Payments	\$10,000

- 2. **Business Automobile Liability:** The Contractor shall maintain business automobile liability insurance covering all owned, non-owned, leased, rented, or hired automobiles. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
---	-------------

Automobile physical damage coverage shall be at the option of the Contractor. The Town shall not be liable for physical loss or damage to any owned, non-owned, leased, rented, or hired automobile.

- 3. **Worker's Compensation Insurance:** The Contractor shall maintain Workers' Compensation and Employee Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory
Coverage B: \$100,000/\$500,000/\$100,000

Worker's Compensation and Employers' Liability coverage is required to protect the Town against any and all claims arising from the work described above.

4. **Certificates of Insurance** of the types and in the amounts required shall be delivered to the Town prior to the commencement of any work by the Contractor.
 5. The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the Town of cancellation, non-renewal, or material change in coverage or form.
 6. In the event of non-performance, the Town shall retain the right to withhold any further payment until the Contractor has engaged in the appropriate performance to the terms of the Contract.
 7. **Construction Agreement:** The Contractor shall and does hereby agree to indemnify, save harmless and defend the Town from the payment of any sum, or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the Contractor, the Contractor's employees, in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributed to or asserted against the Town, or the Town and the Contractor, which the Town may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town and/or the sole negligent of the Town's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.
- G. **Liens:** Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses furnish a release or receipt in full, furnish a bond satisfactory to the Town to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund the Town all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney fee.
- H. This contract may be terminated at the request of either party with a **30 day written notice**.
- I. **Breach of Contract:** If the Contractor fails to perform according to the terms of this contract and in the manner specified, that failure should be a breach of contract.

In the event of a breach of contract, the Town, through its Selectboard, shall immediately give written notice to the Contractor. The Selectboard shall have the following options:

1. Terminate this contract: The Town may terminate this contract by sending the Contractor written notice stating the reason for termination. The Contractor will be paid for all work which was satisfactorily done by this time, but the remainder of the money due will be used to obtain another contractor to maintain the areas above.
2. Substitutions: The Town may hire a substitute contractor to care for the areas described for any period the Town considers necessary. The substitute will be paid from the remainder of any money due to the Contractor, but unearned under the Contract.
3. Any other legal remedies available, such as court action.