

Town of Whitefield
PO Box 58
Whitefield, Maine 04353



Grounds Maintenance Contract

Contractor's Name _____

Address _____

Phone Number _____

Federal ID/SS Number _____

This contract is between the Town of Whitefield ("Town") and you as the bidder and includes your employees and agents.

Services to be Provided

The contract is for ground maintenance services (mowing and related services) on the properties listed on the Mowing Schedule, Attachment A. The work is divided into groups: Group 1, the Coopers Mills Cemetery; Group 2, all other cemeteries; and Group 3, three fire station locations, the Town Office area and the salt shed/recycling area.

Once annually at the beginning of the season, accumulated sand will be removed from grass adjoining travelled areas as necessary to allow proper growth of grass and subsequent mowing.

For Groups 1 and 3, mowing will be done when grass is more than 3 inches high and weed whacking will be performed every second mowing event. For Group 2, mowing will be done during the seven days preceding Memorial Day, July Fourth and Labor Day, and weed whacking will be performed each time. The grass shall be cut to 1.5 to 2 inches. As necessary, debris such as sticks, limbs, trash, etc. will be removed and properly disposed of prior to mowing.

In all cases, the Town may direct other mowing frequencies depending on weather or other conditions.

Resources and References

You agree to provide appropriate equipment and labor necessary for timely and workmanlike completion of the work specified in this contract. The equipment to be used is listed in Attachment B, and this or equivalent equipment will be maintained by you in good and safe working order. In the event you wish to subcontract any of the work under this contract, you must first obtain the permission of the Town and provide adequate proof that all subcontractors have proper resources and are adequately insured. Any claims by or against a subcontractor are solely your responsibility and the Town assumes no liability for such claims. In Attachment C, you will provide qualification and reference information as indicated for the Town's consideration.

Independent Contractor

You and your agents and employees during the performance of this contract shall act in an independent capacity and not as officers, employees, or agents of the Town. Any workers needed to fulfill the obligations described shall be employed by you and shall be solely responsible for complying with applicable state and federal laws including, but not limited to, worker's compensation, employment security and minimum wage laws.

Before beginning work, you must provide satisfactory proof of insurance covering Worker's Compensation and general commercial liability, or an acceptable alternative, in the amount of \$1,000,000.

Termination

Notwithstanding any other provision of this document, the Town may solely act to terminate any contract with you in the event there is a failure to perform the work specified herein in a workmanlike and satisfactory manner. Prior to terminating any contract, the Town may, as circumstances may allow, provide you with an opportunity to cure any deficiency. Additionally, the Town may terminate this contract for any reason that is in the best interest of the Town, including but not limited to non-appropriation of funds by Town Meeting. Notice of contract termination will be made by certified mail to the address above.

Indemnification

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss which may result from your performance of grounds maintenance services. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Term of the contract

The terms of this contract is for the 2018-2021 mowing seasons beginning May 1, 2018 and ending on October 31, with the option to extend the contract on an annual basis for two additional years without returning to the bidding process solely at the discretion of the Town.

Bid Price

The work described herein will be performed at \$_____ per year. The contractor will be paid in biweekly payments during the term of this contract.

Miscellaneous Provisions

This contract may be amended only by written consent of the Town and you. If any part of this contract declared by a court to be void, the rest of this contract continues to be valid and effective.

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

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In selection of a successful bidder the Town will consider price, qualifications, experience, references and equipment. The Town reserves the right to reject any and/or all bids and again to invite bids; to waive such formalities or informalities as to not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 45 days from the stated bid date of opening.

Payments. You must submit invoices upon completion of work each month. Annualized payment amounts for work completed will be made in six equal monthly payments made by regular Town disbursement of warrants beginning with the first warrant after June 1 each year. Separate mowing events, if any, will be paid upon an invoice by a subsequent regular disbursement warrant.

Certification

I, the undersigned, certify I am a duly authorized representative of the Contractor named above and I have read and fully understand the foregoing proposed contract. I further certify the information contained herein is true and accurate and that the Bidder is fully capable of complying with this contract if selected by the Town as the successful bidder.

Signature of Authorized Contractor's Representative

Date _____

Printed name and title

This contract consisting of three page plus attachments A, B and C is not valid unless and until it is signed by a duly authorized representative of the Town of Whitefield.

For the Town of Whitefield

Date: _____

Printed name and title

Attachment A
Mowing Schedule

Group 1
Cemetery
Coopers Mills

Location
Main St.

Group 2
Cemeteries

Locations

Gardiner

Rt. 218 north, by Senott Rd.

Cookson

Rt. 218 north, left half mile from Senott Rd.

Preble

Hunts Meadow Rd. north, right off Cooper Rd.

Brookings

Hunts Meadow Rd. south, towards Pittston, left

Noyce

Hilton Rd. left one mile

Choate

Rt. 126 toward Jefferson, right

Ware

Rt. 218 across from 599 E. River Rd.

Sweet

Townhouse Rd. 1 mile left 100 yards

Nothy

Howe Rd., right from Vigue Rd.

Group
3 Municipal

Locations

Coopers Mills Fire Station

Main St. Coopers Mills

Whitefield Fire & Rescue

24 Townhouse Rd.

Kings Mills Fire Station

Kings Mills, South end of Townhouse Rd.

Town Office, salt shed/recycling

36 Townhouse Rd.

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**Attachment B
Equipment and Personnel**

Please list equipment below and personnel

**Attachment C
Bidder's Qualification Certificate**

The undersigned hereby certifies and submits the following qualifications:

Number of years in the lawn care business under present firm name _____

Particular types of work performed by your company

List recent municipal or private commercial mowing contract references, dates and phone numbers:
