

TOWN OF PHILLIPS

BID PROPOSAL FOR MOWING, TRIMMING, LAWN CARE AND LIGHT MAINTENANCE FOR TOWN CEMETERIES, PARKS AND DESIGNATED TOWN LOTS

Contract Term: July to June **1 year Contract**

Please submit bid proposal form in a **sealed envelope clearly marked "Town of Phillips Mowing Bid"**. Provide separate bids for the designated town lots in the event the Town decides to award the bid to different contractors or retain maintenance of some or all of the properties. Bids will be opened at a regularly scheduled Select Board meeting on Tuesday MAY 14, 2024,

Award of the contract will may be made that night though the Board reserves the right to award the bid at a subsequent meeting. The Town of Phillips reserves the right to accept or reject any and/or all bid proposals and to inspect the equipment of the bidder prior to bid acceptance. Bidders are urged to examine each of the properties before submitting proposals. **List of cemeteries, parks and town owned lots are attached.** Failure to do so will not relieve the Contractor of his/her obligations under the contract.

SEND TO: TOWN OF PHILLIPS
124 MAIN STREET
PHILLIPS, ME 04966

DUE DATE: MAY 14 @ 4 PM

In compliance with your Request for Bids and having carefully examined the specifications and having become acquainted and familiarized with the conditions of the specifications for the Mowing, Trimming, Lawn Care and Light Maintenance contract for the Town of Phillips, I the undersigned Contractor, submit this bid proposal form provided by the Town of Phillips.

Cost per contract year for all work specified in the specifications, terms and conditions.,

TOWN CEMETERIES and PARKS \$

NON-CEMETERY LOTS \$

The undersigned agrees, if awarded the contract, to sign a contract and maintain the specified insurance coverage throughout the term of the contract

BIDDER NAME _____

& ADDRESS _____

PHONE # _____ EMAIL: _____

SIGNED: _____ Date _____

Title: _____

TOWN OF PHILLIPS

CONTRACT FOR MOWING, TRIMMING, LAWN CARE AND MAINTENANCE FOR TOWN CEMETERIES, PARKS AND DESIGNATED TOWN LOTS (REFER TO ENCLOSED LIST)

Contract Term: July 1 to June 30

The contract shall be between the Town of Phillips, Maine, by and through its Town Manager and Select Board hereinafter referred to as "Town" and Proposed Contractor, who is an individual, partnership/corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes the Contractor's employees and agents. The subject of this contract is Mowing, Trimming, Lawn Care and maintenance for Town Cemeteries, Parks and designated town lots.

- A. **SERVICES:** Contractor agrees to provide all the labor and oversight, materials, and equipment necessary to perform the mowing, trimming, and lawn care maintenance, setting and oversight of trash cans and picnic tables, where applicable for **10 cemeteries, 4 parks and designated town lots** from April through November, weather permitting.

Services shall be performed at the cemeteries, parks and lots on the attached list.

- B. **INDEPENDENT CONTRACTOR:** Contractor and his/her agents and employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of The Town of Phillips. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workers compensation law, employment security law, and minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable and legal condition.

- C. **PERFORMANCE REQUIREMENTS:** The Contractor will:
- 1) Provide for the operation, upkeep and repair of all equipment necessary of the mowing, trimming and lawn care.
 - 2) Carry Out the following:
 - A) Spring clean-up: including raking and debris removal; debris shall be removed by the contractor.
 - B) Mowing and trimming as needed throughout the term of the contract.
 - C) Place and maintain trash containers owned by the Town.
 - D) Place picnic tables owned by the Town.
 - E) Fall clean up and debris removal; debris shall be removed by the contractor.
 - F) Proper storage of trash containers and picnic tables for the winter season.
 - G) Placing proper signage as needed throughout the season. Notify Town Manager of replacement needs pertaining to Town cemetery or Town park signs.
 - 3) Promote the safe operation of power equipment and provide transportation of equipment and labor to each of the cemeteries, parks and town lots.
 - 4) Straighten stones as needed to promote ease of maintenance and improved cemetery appearance and notify the Town Manager of any major issues regarding stone straightening, grave settlement and loaming and seeding of grave sites.

- 5) All listed Cemeteries are expected to be prepared for Memorial Day and all listed cemeteries are expected to be mowed and maintained at the highest standards throughout the annual terms of the contract.
- 6) Brush and small trees growing along fence lines are to be removed inside and out and maintained in that manner throughout the season along with pruning of oversized decorative shrubbery. Cemetery roads need to be kept clear of low limbs and brush so as to make easy passage for vehicles.
- 7) Contractor **must observe rules specific to each cemetery**; only utilize a string trimmer around flat stones to avoid chipping the stones. Be respectful of graves and monuments. Limit use of heavy equipment; grounds in cemeteries are fragile.
- 8) Refer any excavation questions to the Town Sexton or Town Manager.

- D. INSURANCE: The Contractor will be required to provide a W-9 and certificate of insurance and Contractor Status **with the bid**. Workers' Compensation and General Liability Insurance shall be maintained throughout the term of the contract and shall be written with a qualified insurance carrier. The amount of general liability insurance shall be not less than \$1 Million each occurrence and not less than \$2 Million aggregate with the Town of Phillips clearly marked as an additional insured as well as being the certificate holder. If the Contractor does not carry a Workers' Comp Insurance, the Contractor will need to include with the bid proof of Independent Contractor Rebuttal Status from the State of Maine Workers' Compensation Board. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Phillips, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries of property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.
- E. INDEMNIFICATION: The Contractor agrees to hold the Town of Phillips harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of mowing and trimming operations under the contract in the event that such a claim is made against the Town of Phillips. The Contractor shall defend the Town of Phillips, and shall pay any amount (indemnify) for which the Town of Phillips may be held liable in a legal action for such claims.
- F. HAVE SUPERVISION AND CONTROL: The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Phillips, Town Manager or designee has a right to inspect mowing and trimming operations and notify the Contractor of any problems, errors or non-performance. The Town Manager may order that work be redone in a satisfactory manner to be determined by him or her.
- G. BILLS AND CLAIMS: Contractor as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel and other items incurred in the performance of this contract. The Town of Phillips will not pay such bills.
- H. BREACH OF CONTRACT:
If the Contractor is in violation of any terms of the contract, or if the Town of Phillips deems that the work described in the contract is being performed unsatisfactorily, the Town of Phillips shall

immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time (Reasonable Time may vary depending on the nature of the breach, and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Town of Phillips, or if the Contractor is not in compliance with the terms of the contract, the Town of Phillips shall have the following options:

1. Terminate the Contract: The Town of Phillips may terminate the contract by sending the Contractor a written notice stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to conduct mowing and trimming operations.
2. Substitution: The Town of Phillips may hire a substitute contractor to conduct specified mowing and trimming operations for any period of time considered necessary.
3. The Town of Phillips shall also seek any other legal remedies available to enforce the contract.

I. The Town of Phillips will pay the contractor in eight (8) equal installments in each contract year follows:

2024

- \$ _____ on or before July 15
- \$ _____ on or before August 15
- \$ _____ on or before September 15
- \$ _____ on or before October 15
- \$ _____ on or before November 15
- \$ _____ on or before April 15
- \$ _____ on or before May 15
- \$ _____ on or before June 15

J. ASSIGNMENT, AMENDMENT, SERVERABILITY AND JURISDICTION: The Contractor's rights and duties under the contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Town of Phillips. This contract maybe amended only by written consent of the Town Manager with approval of the Select Board. If any part of this contract is declared by a court to be void and unenforceable the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

LIST OF TOWN CEMETERIESLOCATION

EVERGREEN CEMETERY	DODGE ROAD
BYRON CEMETERY	REEDS MILL ROAD
BYRON ANNEX	REEDS MILL ROAD
SAND HILL CEMETERY	EAST MADRID ROAD
TORY HILL CEMETERY	TORY HILL ROAD
PINKHAM HILL CEMETERY	PINKHAM HILL ROAD
FIELDS CEMETERY	TOOTHAKER POND ROAD
#6 CEMETERY (AKA MARROW)	NUMBER SIX ROAD
RIVERSIDE CEMETERY	MAIN STREET
PARK STREET CEMETERY	PARK STREET
WELD ROAD (BANGS)	WELD ROAD

TOWN PARKSLOCATION

NORTH FRANKLIN PARK	PARK STREET
TRE CARTIN PARK	UPPER MAIN STREET
SCARECROW PARK	MAIN STREET
PARK BY THE BRIDGE	RIVER ROAD

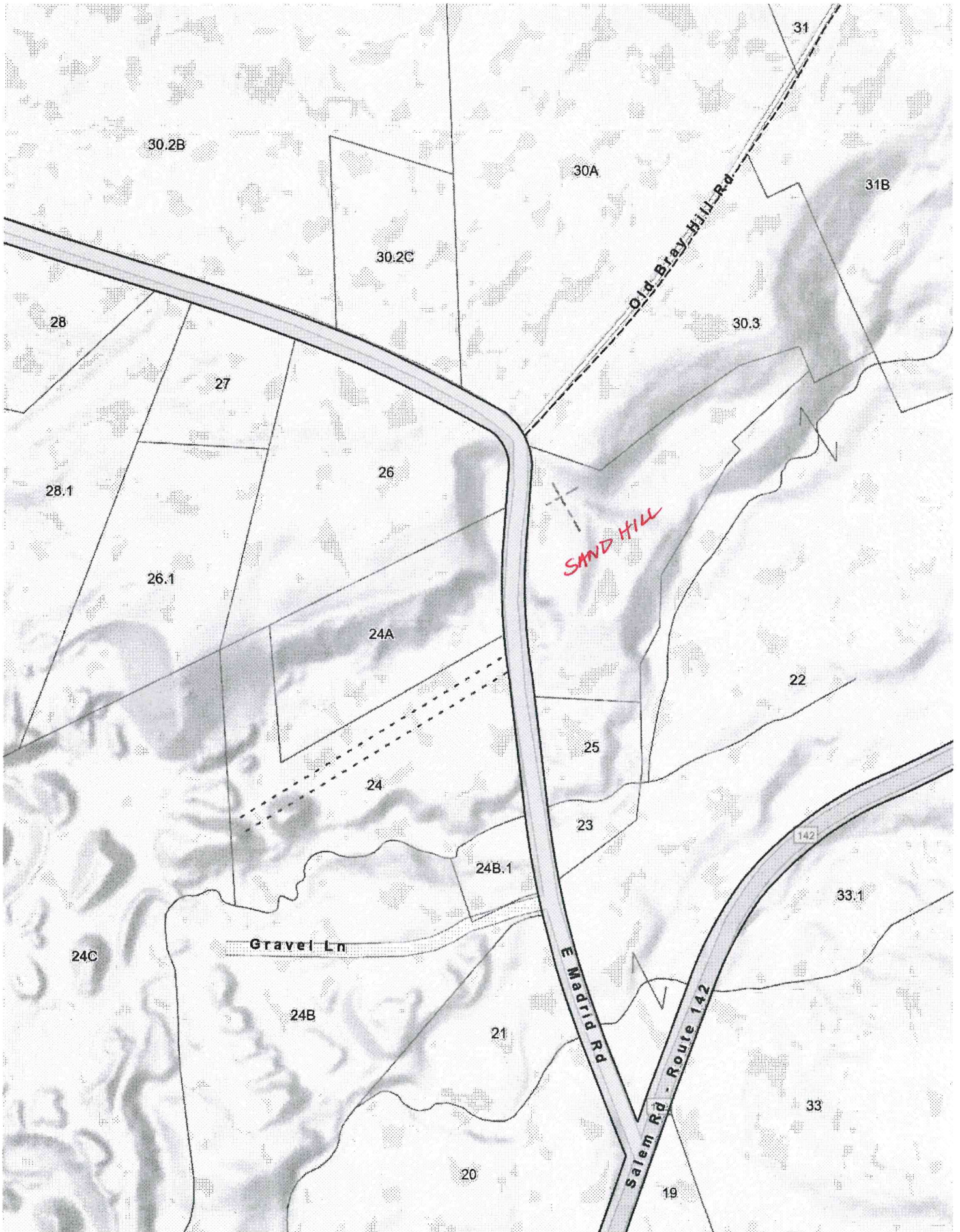
TOWN LOTSLOCATION

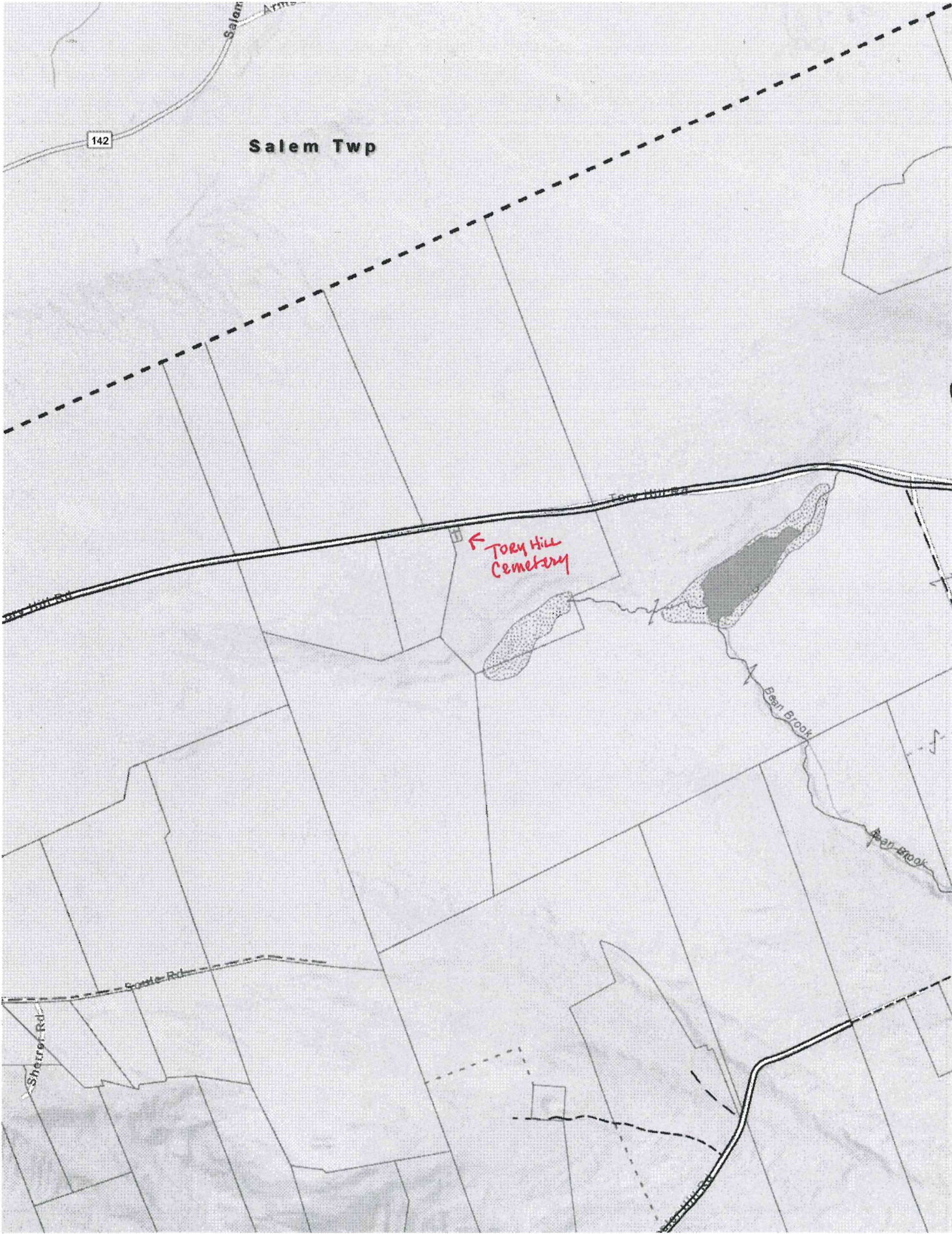
TOWN OFFICE	124 MAIN STREET
OLD TOWN OFFICE	15 RUSSELL STREET
LOT ABUTTING OLD TOWN OFFICE	32 DODGE ROAD
ISLAND INTERSECTION	CORNER OF WHITNEY AND PLEASANT
MAIN STREET SIDEWALK	CLEAR OF RANDOM GRASS AND WEED

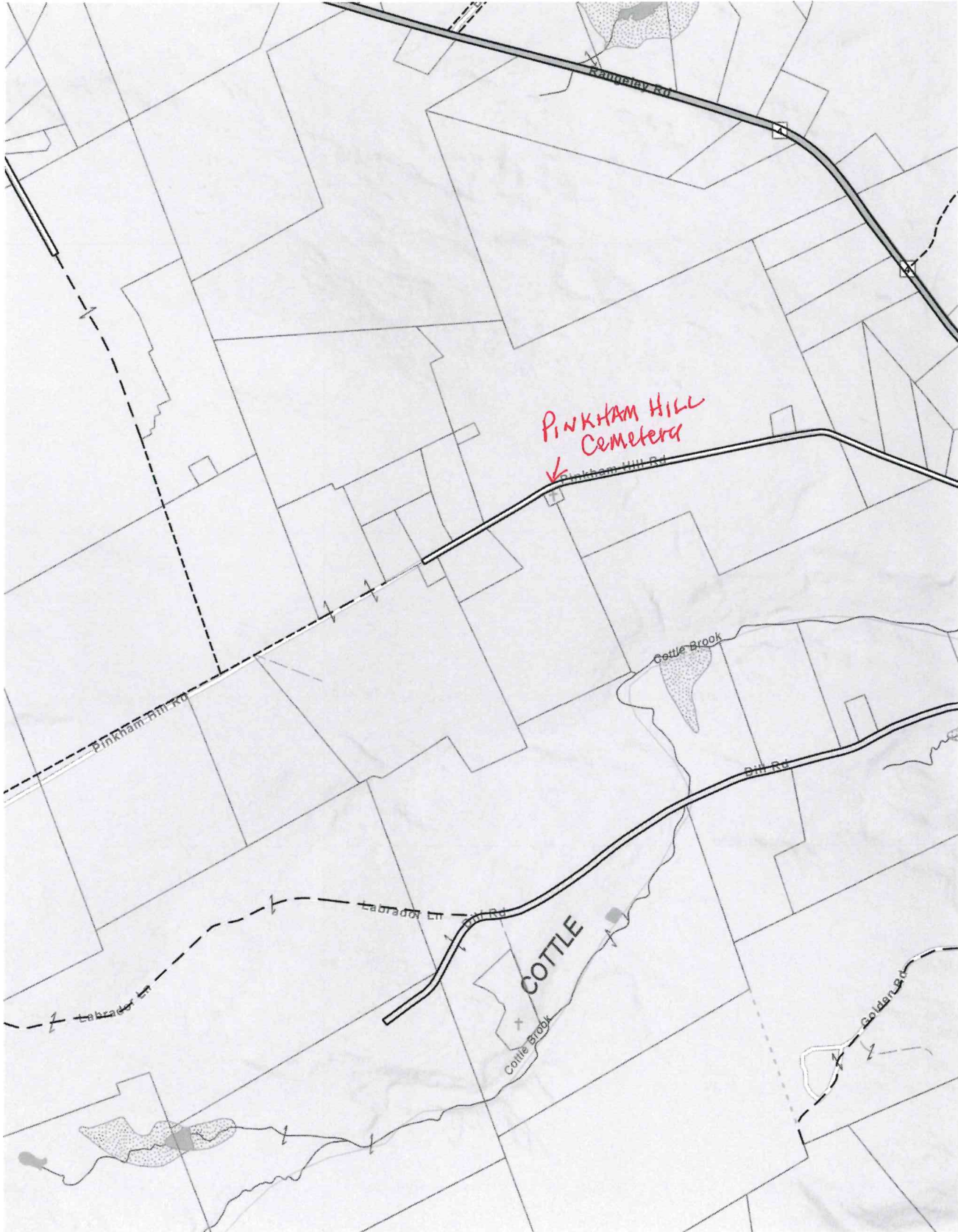


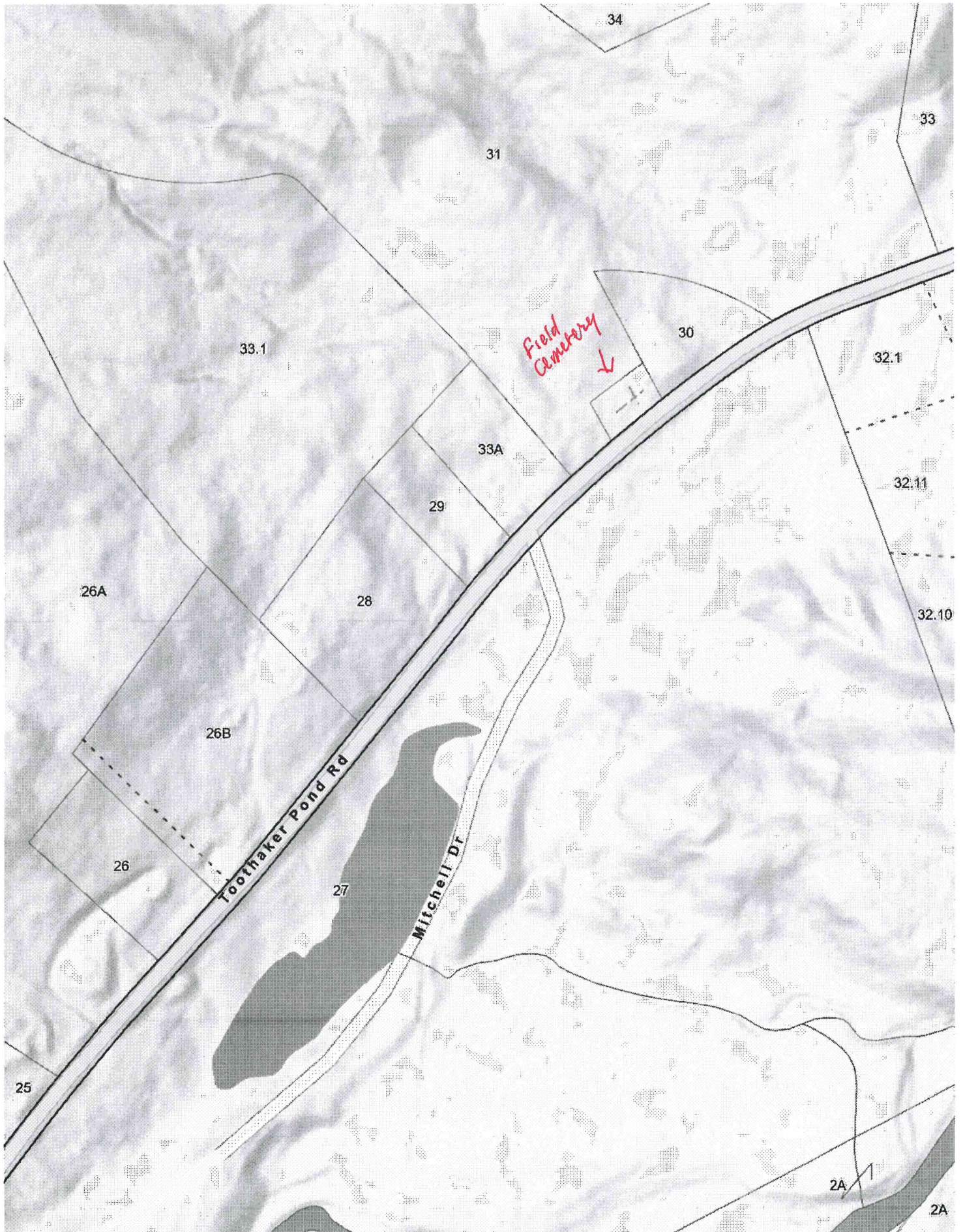
EVERGREEN CEMETERY

Hand mow and string trim
only

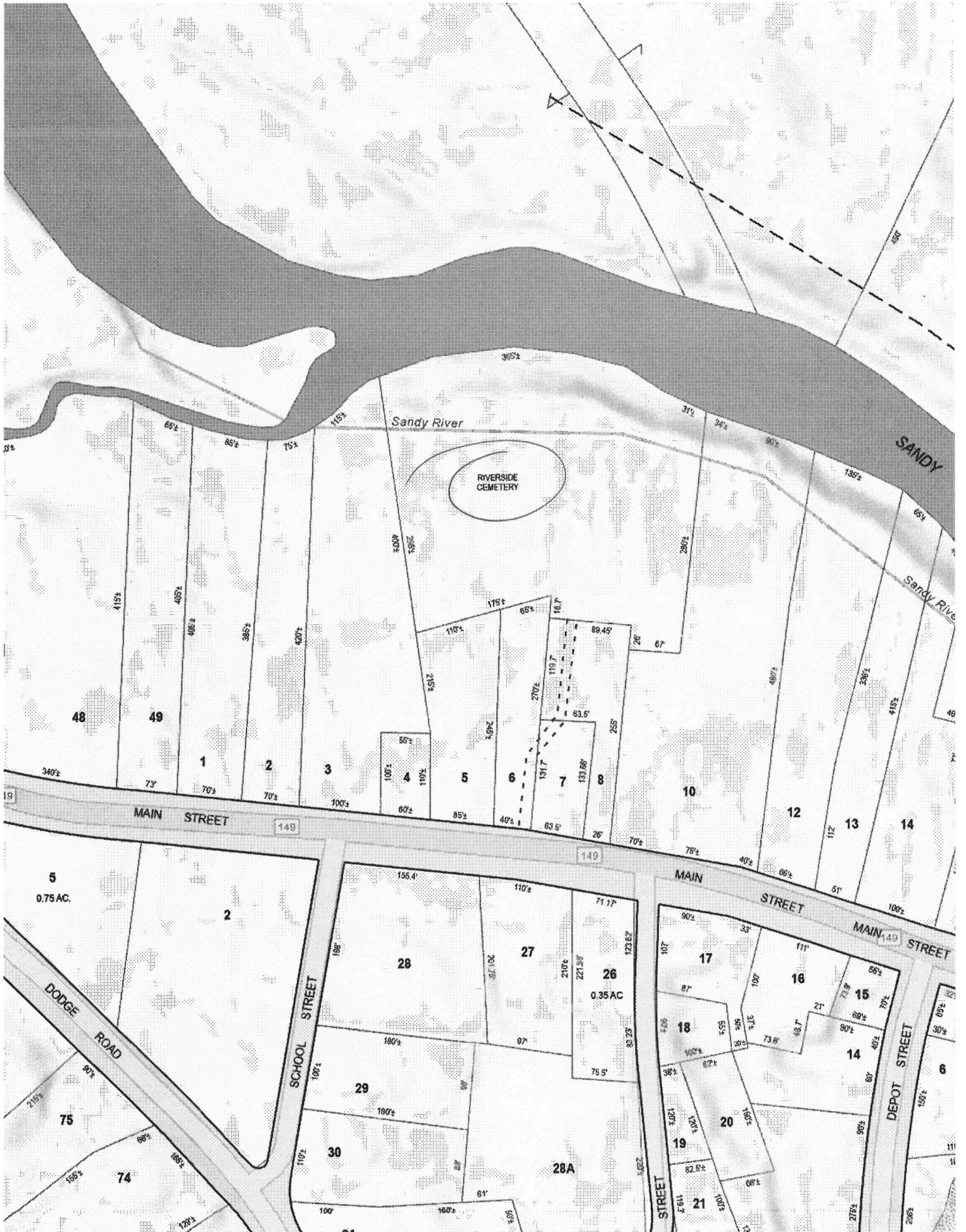


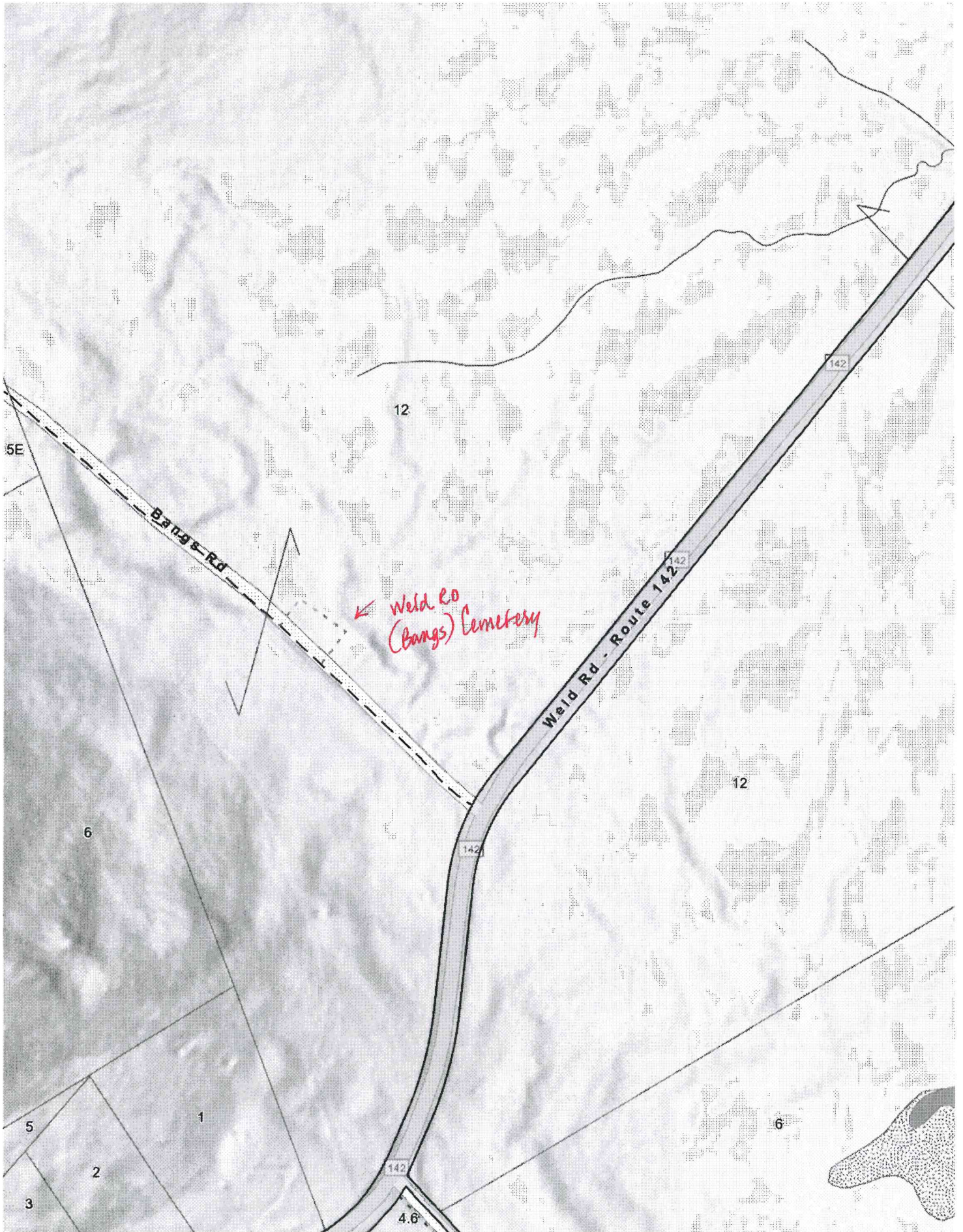


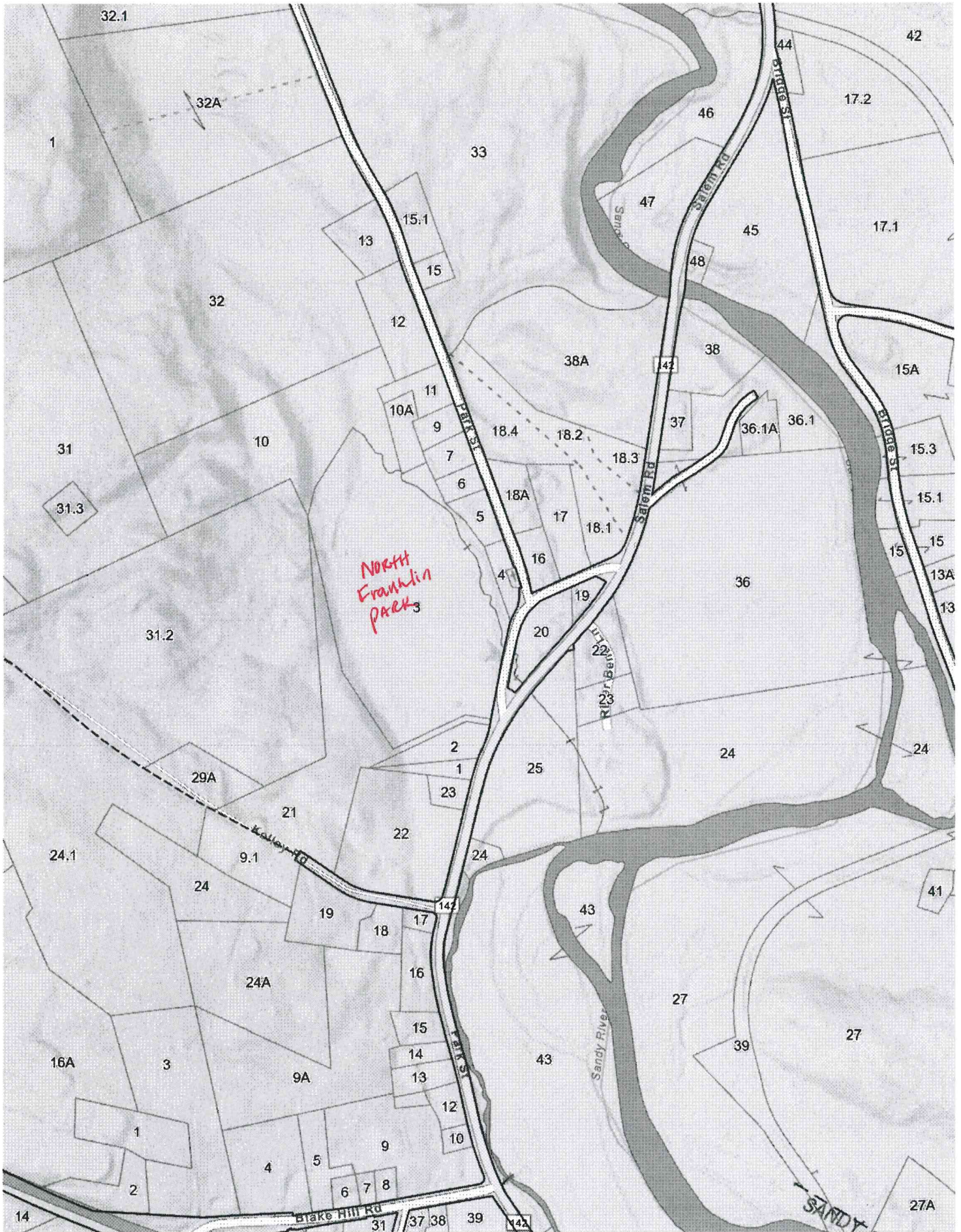


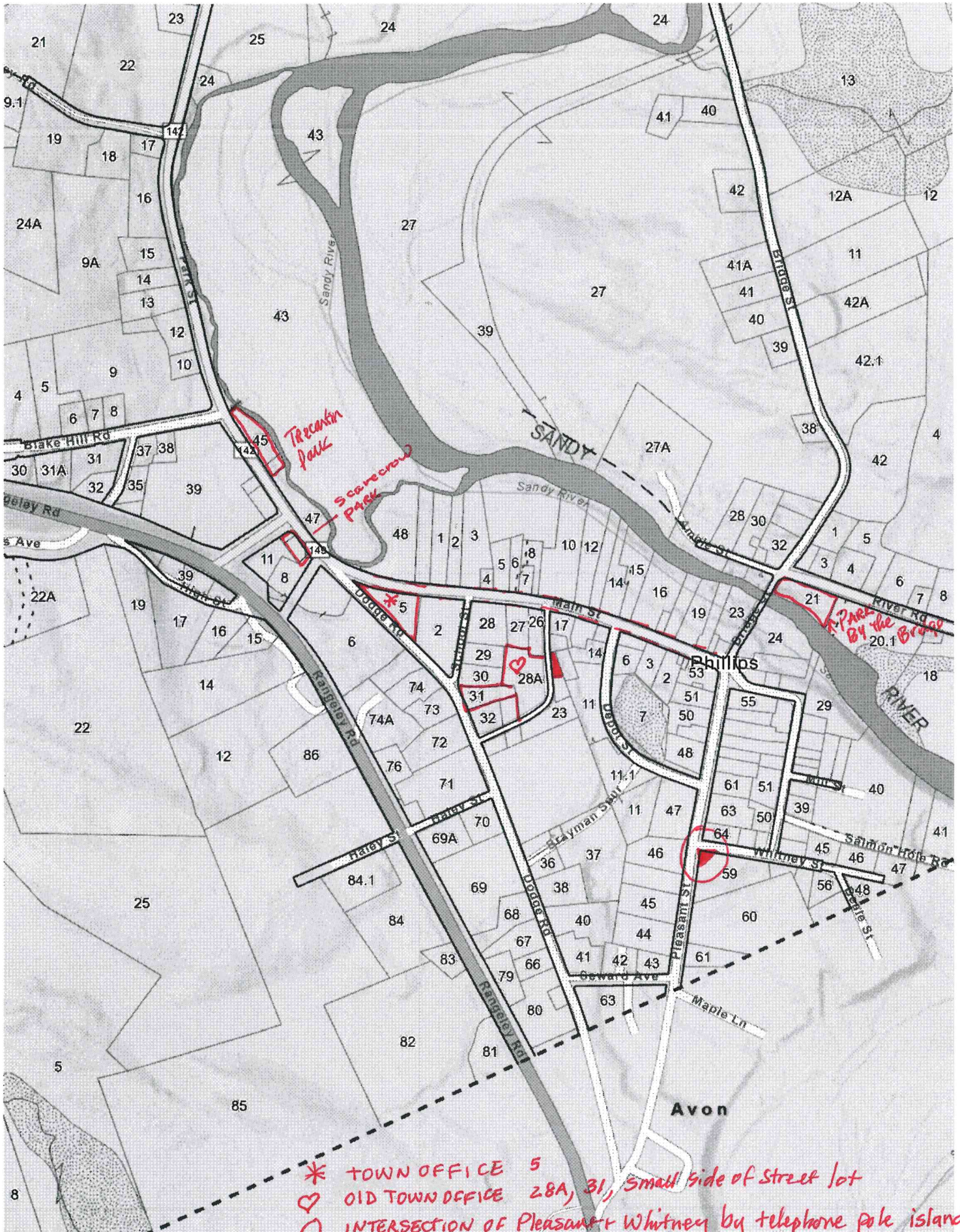












- * TOWN OFFICE 5
- ♥ OLD TOWN OFFICE 28A, 31, small side of street lot
- INTERSECTION OF Pleasant + Whitney by telephone pole island
- MAIN street sidewalk grass/weed growth.