



*Towns of Mapleton,
Castle Hill and Chapman*
P.O. Box 500, 103 Pulcifer Road
Mapleton, Maine 04757
Telephone/Fax (207) 764-3754
www.mapleton.me

*Office of the
Town Manager
Sandra L. Fournier*

INVITATION TO BID ON TOWN MOWING

The Towns of Mapleton, Castle Hill, and Chapman are accepting bids for its annual mowing contract for the Southside and Village Cemeteries and three other town owned lots. Each bid must be in writing on the provided bid form and in a sealed envelope marked "**Mowing Bid**" on the outside. A list of three professional references must be included. All bids must be received by the town office no later than 3 o'clock p.m. on October 15, 2024. Late bids will not be opened or considered.

For bid packet and more information visit www.mapleton.me or contact the Town Office at 764-3754.

TOWNS OF MAPLETON, CASTLE HILL & CHAPMAN
BID FORM – TOWN MOWING

Bid: Please specify your bid amount for each year of the contract in figures below.
Only fixed bids will be considered. Floating bids (i.e. \$1.47 over the highest bid) shall be deemed invalid and not considered.

Bid amount in figures: \$ _____ **for 2025**

Bid amount in figures: \$ _____ **for 2026**

Bid amount in figures: \$ _____ **for 2027**

Notice and Acknowledgement: Prior to submitting your bid, please read and acknowledge the disclosures below.

I hereby acknowledge the Joint Select Board for the Towns of Mapleton, Castle Hill, and Chapman reserves the right to accept or reject any or all bids. I acknowledge the successful bidder has 30 days to complete the “Lawn Maintenance Contract” and provide proof of insurance as stipulated in the contract.

Signature: _____ Date: _____

Name (Print): _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Bids are due by 3:00 pm, Thursday, October 15, 2024. The winning bidder will be approved following the Joint Select Board meeting on October 15, 2024. The winning bidder will be contacted Wednesday, October 16, 2024. Submit your bid in a sealed envelope with “MOWING BID” marked on the outside.

TOWNS OF MAPLETON, CHAPMAN and CASTLE HILL LAWN MAINTENANCE CONTRACT

Agreement made this _____ day of _____, _____,
between the Towns of Mapleton, Castle Hill & Chapman, hereafter "TOWNS", and In
Town Property Maintenance, hereafter referred to as the "CONTRACTOR."

NOW THEREFORE, in consideration of the mutual covenants herein the parties
agree as follows:

Contractor will be responsible for providing the necessary machinery and for the
cost of gasoline, oil and any other commodities or materials necessary to perform the
requirements of this contract including repairs to the Contractor's machinery and for
Contractor's own insurance coverage.

The Contractor will mow, trim, and rake (as needed) at least every seven (7)
days during the peak growing season and every fourteen (14) days during slow growing
periods, or as deemed necessary by the Town Manager. In the case of drought
conditions, the need for mowing will be evaluated by the Town Manager. **For lots #3
and #5, the Contractor will provide spring/winter clean-up to the Town flower
beds. Spring/winter cleanup will include mulching and weeding the flower beds
in the spring (before Memorial Day) and fall (after Labor Day).**

Lots to be maintained are:

1. Southside Cemetery on West Chapman Road
2. Village Cemetery on Main Street
3. Town Office and Fire Station on Pulcifer Road
4. Gazebo area on Main Street
5. Recreation area on Pool Street

General Provisions

All of the lawns must be raked before mowing due to winter and late fall debris.
The Contractor will not be responsible for large trees. However, Contractor is
responsible for normal spring maintenance. Care shall be taken when trimming around
any of the buildings and fences and flowers, and any damage caused by the contractor
will be the responsibility of the Contractor. Decorations shall be moved before trimming
and then replaced to avoid damage. The Town will not be liable for damaged equipment
or injury to the Contractor and or employees of the Contractor.

The Contractor shall mow each site completely within a one-day time period,
unless unforeseen circumstances exist such as machinery breakdown or extremely bad
weather conditions. The Contractor will notify the Town Manager in the event of such
circumstance.

The Contractor agrees to indemnify, assume defense of, and save harmless the
Towns, its agents and employees from liability, actions, claims, or damages for wrongful
death, personal injuries, or personal damage suffered by any person or association,

which results from the performance of the duties, and in the work performed under the Contract.

This contract or any part of this contract may not be assumed by another individual, company, or contractor. Should the Contractor be unable to perform the duties outlined in this contract, he must contact the Town Manager by certified mail to resign. If the Towns or its representatives accept a resignation by the Contractor, then the Towns or its representative may, at their discretion, hire a different individual, company, or contractor to finish the remainder of the mowing for the remainder of the mowing season and assess damages for any additional cost.

Insurance

The Contractor will be responsible for providing general liability insurance for at least \$400,000.00 and worker's compensation insurance for employees. A copy of the insurance certificate or a letter from an insurance company stating the insurability of the Contractor must be provided. Upon acceptance of the contract, a valid copy of an insurance policy must be kept in effect. Lapse of the insurance at any time during the contract period will result in immediate termination of the contract without compensation.

Termination

The Contractor understands and agrees that the Towns' obligations under this agreement are conditioned upon the availability of funds. In the event that no funds or insufficient funds are appropriated and budgeted for payments due under this contract, the Town Manager, in his sole discretion, may terminate this agreement. Said termination shall be exercised by the delivery of a termination notice, by the Town Manager stating that there are no funds or insufficient funds appropriated and budgeted for this contract. Upon delivery of said notice to the Contractor, this contract shall automatically terminate and the obligations of both the Contractor and the Towns hereunder shall terminate as of said date.

Payment

The term of this contract shall be from January 1, 2025 to December 31, 2027.
The price of this contract is:

\$_____ for 2025
\$_____ for 2026
\$_____ for 2027

Payments will be made as follows:

- 20% of the yearly contract price on or before May 15
- 20% of the yearly contract price on or before June 15
- 20% of the yearly contract price on or before July 15
- 20% of the yearly contract price on or before August 15
- 20% of the yearly contract price on or before October 15

If the Contractor is in violation of any terms of this contract, or if the Towns or its representatives are of the opinion that the work described in this contract is being performed unsatisfactorily, the Towns shall notify the Contractor by certified mail setting forth the basis for the Towns' complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or to rectify the unsatisfactory work. The Town's also reserves the right to withhold any further compensation or payment as indicated in the payment schedule until the town or its designated representatives are of the opinion that the work described in the contract is being performed satisfactorily. If at expiration of the ten (10) day period, the Towns are still dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Towns will, by certified mail, notify the Contractor to discontinue all the work to be performed under this agreement and the Contractor will be relieved of the duties listed in this contract without further reimbursement. The Towns may assess damages for any additional costs against the Contractor if the Town must hire a different individual, company, or contractor to finish the remainder of the mowing for the remainder of the mowing season.

TOWNS OF MAPLETON, CASTLE HILL,
AND CHAPMAN

IN TOWN PROPERTY
MAINTENANCE

By: _____
Sandra L. Fournier
Town Manager

By: _____
Its Owner

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____