



*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](http://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 7, 2021. Late bids will not be opened or considered.

For bid packet and more information visit [www.mapleton.me](http://www.mapleton.me) or contact the Town Office at 764-3754.

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

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**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 2022**

**Bid amount in figures: \$** \_\_\_\_\_ **for 2023**

**Bid amount in figures: \$** \_\_\_\_\_ **for 2024**

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**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 7, 2021. The winning bidder will be approved following the Joint Select Board meeting on October 13, 2021. The winning bidder will be contacted Wednesday, October 14, 2021. 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.

Lots to be maintained are:

Southside Cemetery on West Chapman Road

Village Cemetery on Main Street

Town Office and Fire Station on Pulcifer Road

Gazebo area on Main Street

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, 2022 to December 31, 2024. The price of this contract is:

\$\_\_\_\_\_ for 2022  
\$\_\_\_\_\_ for 2023  
\$\_\_\_\_\_ for 2024

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: \_\_\_\_\_