

**TOWN OF CHELSEA
SUMMER MOWING
BID SPECIFICATION FOR 2019**

Chelsea is seeking bids from interested parties to maintain Chelsea Cemeteries, Municipal Parks and Grounds in accordance with the specification below.

Bids must be returned in a sealed envelope clearly marked "2019 Chelsea Grounds" on the outside of the envelope before November 30, 2018 at 2PM.

SCOPE OF WORK:

Cemeteries

The contractor will be responsible for maintaining the following private and public cemeteries:

1. Chelsea Heights Cemetery, Route 9 (River Road) – Public including the new section
2. Allen Cemetery, Route 17 (Eastern Ave.) - Public
3. Riverside Cemetery, Route 226 (Togus Road) – Public
4. Douglas Cemetery – (Windsor Road) – Public
5. Douglas Cemetery Extension – (Windsor Road) – Public
6. Searles Mills Cemetery - (Windsor Road) – Public

7. Morrill Cemetery, Route 226 (Togus Road) – Public
8. Trask Cemetery – (Hallowell Road) – Public

9. Davenport Cemetery – (off Dr. Mann Road) - Public
10. Littlefield Cemetery – (off Ferry Road) – Public
11. Goodwin Cemetery – Route 9 (River Road) – Public

12. Hayes-Hall Cemetery - (Windsor Road) – Private

In Cemeteries numbered **1 through 6** above, the contractor will clean up and dispose of all fallen trees, branches and limbs, fallen leaves, old flower pots, containers and other items that have accumulated prior to the first mowing. The clean-up and disposal of trees, branches and limbs may also be required upon subsequent mowing, as needed. Mowing will commence and will continue throughout the contract period to prevent the grass in the cemeteries from growing taller than three inches in height. **Contractor agrees that upon the direction and at the discretion of the Town Manager or their designee to use a push mower to mow uneven or irregular lots or other areas of the Cemeteries to decrease and prevent damage to the grass and soil because of being mowed too low.** All clippings must be raked or vacuumed and removed from the property. The contractor will also string-trim all areas including around stones, trees, grave markers, decorations, fences and boundaries. The cemeteries containing trash

barrels shall require that the barrels be emptied, and the trash removed from the site, upon each visit by the contractor.

Utmost care should be taken by the contractor to assure that Cemeteries 1 through 6 above, are in pristine condition by the Friday preceding Memorial Day.

Prior to the end of the contract period all fallen leaves should be raked, fallen branches and limbs picked up and removed from all portions of Cemeteries **numbered 1 through 6** above including the removal all grave decorations and flowers, except flag holders.

Cemeteries numbered **7 through 11** above are older cemeteries that do not require the same level of maintenance. These cemeteries require an initial clean up and disposal of all trees, branches and limbs that have fallen, old flower pots, containers and other items that have been left prior to the first mowing. During the remainder of the season, string-trimming between the head stones and the around common areas to control the ground fauna that grows there to avoid fauna height taller than four inches and fallen branch removal will be required. The entrance of the Morrill Cemetery from Route 226 and Davenport Cemetery from Ferry Road shall also be kept mowed and maintained.

The lots belonging to Veterans only in Cemetery number 12 shall be kept mowed trimmed and picked up all season until it may be accepted by Chelsea voters. Chelsea will assist you in determining veteran lots to be maintained.

Cemetery number 12, as of October 31, 2018 is a private cemetery. The contractor is aware that Cemetery number 12 could be accepted by voters at the 2019 Annual June Town Meeting and agrees to maintain the cemetery when accepted to the same level of care as adjacent Cemetery number 6. A separate price for the maintenance of this cemetery will be negotiated upon acceptance by voters.

While maintaining any of the cemeteries, if the contractor notes an unsafe condition i.e. dangerous roads or entrances, fences, trees, fallen stones or sunken lots, the contractor shall notify the Town Office as soon as possible. **The contractor shall also be responsible to self-report damage caused while maintaining cemeteries and grounds.**

Town Office

The contractor will clean up and dispose of all trees, branches, limbs and dead leaves that have come down prior to the first mowing. The clean up and disposal of downed trees, branches and limbs as may be required in subsequent mowings. The contractor will be responsible to mow the grass around the Town Office 35 feet from the edge of the pavement on the right side and rear of the Office and on both sides in front of the Chelsea Town Office and the parking lot on Route 226 (Togus Road), so as to prevent the grass from growing no longer than three inches in height. **Contractor agrees that upon the direction and at the discretion of the Town Manager or their designee to use a push mower to mow uneven or irregular ground to decrease and prevent damage to the grass and soil as a result of being mowed too low.** All clippings must be raked or

vacuumed and removed from the property. The contractor will also string-trim all areas requiring such, including trim around stones, trees, monuments, and fences. Weeds (i.e. dandelion greens and crabgrass) also grow around the building perimeter and the edges of the walkway, which will need to be pulled by the contractor from time to time to insure a fine finished look to the mowing job.

Butternut Park (Ferry Road, Kennebec River)

The contractor will clean up and dispose of all trees, branches, limbs and dead leaves that have come down prior to the first mowing. The clean-up and disposal of trees, branches and limbs may also be required in subsequent mowings. The contractor will be responsible to mow the grass along the side with rock boulders on the left and right side of the parking lot, as well as mow the grass on the knoll next to the Kennebec River. String trimming will be required around the rock boulders, as well as the shoulders of the parking lot on all other sides. The contractor will be required to mow the entire area currently maintained. The trash barrel is also located at this park, must be emptied and the trash removed from the premises with each visit. Because this park is not monitored regularly, and because the public uses the site often, there will be a need to have the contractor pick up and remove any litter and garbage that is left at the site, prior to mowing.

Gateway Signs

The Gateway Signs are located on Route 9 and Route 17 near the Town Lines and welcome the motoring public to Town. It is very important to the Board of Selectmen that these signs are well maintained and portray a warm welcoming message. The Contractor will be responsible for clean up and disposal of all trees, branches, limbs and dead leaves that have come down prior to the first mowing. The clean up and disposal of trees, branches, limbs and litter may also be required in subsequent mowings. Mowing will commence and will continue throughout the contract period as necessary, to prevent the grass around and under the signs from growing no longer than three inches in height. **Contractor agrees that upon the direction and at the discretion of the Town Manager or their designee to use a push mower to mow uneven or irregular ground to decrease and prevent damage to the grass and soil because of being mowed too low.** The banking in front of the signs should also be trimmed to allow good visibility of the sign and provide a well-kept appearance. All clippings must be raked or vacuumed and removed from the property. The contractor will also string-trim all areas requiring such, including trim around the bases of the signposts and flowerbeds. Plants and flowers in the flowerbeds that are obviously dead should be pulled and removed by the contractor at the time of mowing.

OTHER CONTRACT REQUIREMENTS:

Independent Contractor

The contractor, during the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the Town. The contractor shall employ any manpower needed to fulfill the obligations of the contract, and the contractor shall be solely responsible for complying with applicable State and Federal laws including but not limited to Worker's Compensation Law, Employment Security Law, and Minimum Wage Law.

As an independent Contractor, you will provide all equipment and supplies necessary to fulfill the contract. You will also be responsible for maintaining your equipment in a safe, operable condition.

Insurance

Before work begins, the Contractor will provide proof of liability insurance in the amount of **\$1,000,000** naming the Town of Chelsea as additional named insured, with a minimum amount of **\$1,000,000** for personal injury, death, and property damage claims which may arise from the performance of the mowing contract. If applicable, you will be required to provide evidence of insurance to satisfy the requirements of the Workman's Compensation Act.

Payment

The Town of Chelsea will pay the contractor in seven (7) monthly installments payable on the 1st of the month starting in May 2019 and ending with the last payment on November 1, 2019, or some other mutually agreed upon payment arrangement.

Assignment

The contractor must agree not to assign the agreement, or any part thereof, without the express written permission of the Town.

Breach of Contract

If Contractor fails to perform according to the terms of the contract at the time and in the manner specified, that failure shall be a breach of contract.

In the event of a breach, the Town (through its Town Manager) shall immediately give oral or written notice to you. You will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach. If you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

1. Terminate the contract: We may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work, which is satisfactorily done by that time, but the remainder of the money due you under the contract may be used to obtain another contractor.

2. Substitution: We may hire a substitute contractor to perform the mowing functions. We may hire a temporary substitute under conditions we feel are in our best interest, but a permanent substitute shall be under the same terms and conditions.

Amendment, Severability, Jurisdiction

The contract can be amended only by written consent of the Town and the Contractor. If any part of the contract is declared by a Court to be void or unenforceable, the rest of the contract continues to be valid and effective. The laws of the State of Maine will govern the contract.

CEMETERY AND GROUNDS
MAINTENANCE BID FORM

2019 Season

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE #: _____

Please include a copy of your proof of General Liability Insurance and Workers Comp Insurance.

CHELSEA CEMETERIES

1. I hereby submit a bid of \$ _____ for the summer maintenance of cemeteries specified in the Scope of Services and Other Contract Requirements outlined in the sample contract and

2. I hereby submit a bid of \$ _____ for the summer maintenance of **Cemetery 12** upon its acceptance of the deed by the voters at the June Town Meeting beginning July, 1, 2019

CHELSEA GROUNDS

3. I hereby submit a bid of \$ _____ for the summer maintenance of Gateway Signs, Town Office and Butternut Park as specified in the Scope of Services and Other Contract Requirements outlined in the RFP.

SIGNED: _____

PRINTED: _____

DATED: _____

2019 Summer Mowing Bid List

Littlefield and Sons
8 Old Town Farm Rd.
Pittston, ME 04345

AJ Mowing and More
P.O. Box 382
Gardiner, ME 04345

Maurice Soucy and Sons
~~291 Townhouse Rd.~~
~~Chelsea, ME 04330~~

610 R. Dge Rd.
Windsor ME 04363

Dan Brilyea and Son LLC
19 Valley Road
Jefferson, ME 04348

Ellis Construction
684 Northern Ave.
Farmingdale, ME 04344

Corliss Lawncare LLC
990 Old Cedar Grove Rd.
Pittston, ME 04345

KJ Journal

packets SENT 11/7/18
BE