

Town of Wayne

P.O. Box 400; 14 Kents Hill Road
Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

Advertisement for Bids

Bid Specifications for
Mowing, Trimming, and Lawn Care Maintenance for Town Properties
Three-Year Contract Term: April 1, 2025, through October 30, 2027

The Town of Wayne seeks a qualified contractor to provide **Mowing, Trimming, and Lawn Care Maintenance for Town Properties**. For complete bid specifications, go online to www.waynemaine.org or contact the Town Office.

All bids must be submitted on the form supplied by the Town in sealed bid format. All questions regarding the bidding or specifications must be directed to the Town Manager, by mail at P.O. Box 400, 14 Kents Hill Road, Wayne, ME 04284, by email at townmanager@waynemaine.org, by fax at (207) 685-3836 or by telephone at (207) 685-4983.

Bids due no later than Friday, March 21, 2025, at 1:00 PM.

Bids opened on Friday, March 21, 2025, at 1:00 PM.

Bids awarded on Tuesday, April 1, 2023, at 6:00 PM by Selectboard.

The Select Board reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town.

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This contract is between the **Town of Wayne, Maine**, by and through its Municipal Officers, the Selectboard (referred to as "Selectboard"), and **Contractor**, which is a partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is **Mowing, Trimming, and Lawn Care for Town Properties**.

A. SERVICES: What, When, Where.

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the mowing, trimming, and lawn care maintenance for the Town Properties as outlined in the attached mowing specifications from April 1, 2025, through October 30, 2027. The properties within the community which need to be maintained are as follows:

Fire Stations

Wayne Village Fire Station, 486 Main Street
North Wayne Fire Station, 14 Kents Hill Road

Historic Properties

North Wayne Building "Town Office" and area beside North Wayne Dam, 3 Lovejoy Pond Road
North Wayne Schoolhouse, 9 Kents Hill Road
Wayne Town House, 259 Main Street

Ladd Recreation Center

Ladd Recreation Center, 26 Gott Road

Parks

Memorial Park, Main Street
Roderick Park, Memorial Park Lane
Farmers Market Park, Main Street
Mill Stream Lot, Bridge Street

Traffic Islands

Rte. 133 intersection with Old Winthrop Road

B. INDEPENDENT CONTRACTOR.

The contractor and his 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 Wayne. 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, workman's compensation law, employment security law, and minimum wage law. As an independent

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contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

The Contractor and his agents and employees will have no one under 16 years of age may operate power driven machinery.

C. PERFORMANCE REQUIREMENTS.

General Specifications (apply to all properties)

1. Mowing will begin on or about April 15th each year and continue until on or about October 15th each year or until mowing is no longer required.
2. All grass will be mowed at a height of three inches (3"), but in no case will the maximum height exceeds four inches (4").
3. Mowing will take place during any portion of the year when the grass is above the 3 – 4 inch maximum.
4. Trimming, racking, and removing (limbs brush and grass) will be completed on an as needed basis to always maintain a neat and clean appearance.
5. All trash discovered upon the grounds will be picked up and disposed of properly at the Readfield Transfer Station.
6. All areas will be mowed / trimmed to the property lines and/ or pins and stonewalls.
7. The Contractor agrees to do a "Spring Clean-up" of all areas. Clean up includes limbing, pruning and limbs or brush damaged or fallen during the winter and raking of grass areas needed to remove excess sand, trash, and other debris prior to the first mowing.

Parks Special Specifications

1. Special attention will be given to the mowing around the fencing to allow for easy egress on both sides of the fencing and provide for a neat appearance.
2. The parks will be in optimal condition for Memorial Day.

Ladd Special Specifications

1. Mow and trim all lawns, fields, and playgrounds on the Ladd Recreation Center property.
2. The Contractor mowing schedule will not interfere with any scheduled games and/ or activities that will be held on the Ladd Recreation Center property. Contractor will receive a list of all scheduled games and/ or activities from Ladd Recreation Center Director.

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3. All swale areas will be maintained by the contractor (at least annually).

Fire Stations Specifications

1. Mow and trim all lawns, fields, behind North Wayne Fire Station up to and around the propane tank.

D. INSURANCE.

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Wayne, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or 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.

The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

E. INDEMNIFICATION.

The Contractor agrees to hold the Town of Wayne harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of mowing operations under the contract. If such a claim is made against the Town of Wayne, the Contractor shall defend the Town of Wayne, and shall pay any amount (indemnify) for which the Town of Wayne may be held liable in a legal action for such claims.

F. 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 Wayne Selectboard or their designees has a right to inspect mowing operations and notify you of any problems, errors, or non-performance. The Selectboard may order that work be done in a satisfactory manner to be determined by them.

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 Wayne will not pay such bills.

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I. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if a majority of the Selectboard votes that the work described in the contract is being performed unsatisfactorily, the Town of Wayne 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. If the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Selectboard, or if the Contractor is not in compliance with the terms of the contract, the Town of Wayne shall have the following options:

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

J. PAYMENT SCHEDULE.

The Town of Wayne will pay the contractor in seven (7) equal installments in the 2nd warrant of each month. See Attached Payment Schedule.

K. RENEWAL.

The Town reserves the right and has the option to extend this contract for one (1) additional year, at the terms and conditions set forth herein. The Town must exercise its option by sending written notice thereof to the Contractor no later than three months before the expiration of this contract.

L. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Selectboard. This contract may be amended only by written consent of the Selectboard. 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.

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In witness whereof, the parties, or their duly authorized agents, execute this agreement on the **2nd** day of **April 2025**.

FOR THE TOWN OF WAYNE

FOR THE CONTRACTOR

Town Manager

Contractor

Town of Wayne

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BID PROPOSAL FORM Mowing, Trimming, and Lawn Care Maintenance for Town Properties Three-Year Contract Term: April 1, 2025, to October 30, 2027

BIDDER NAME: _____ PHONE #: _____
BIDDER ADDRESS: _____ DATE: _____

Submit bid proposal form in a sealed envelope. No fax or email bids accepted. Mark outside of envelope "Mowing Bid for Town Properties." Bids due and opened at the Town Office **03/21/2025 at 1:00 PM**

SEND TO: TOWN of WAYNE, P.O. Box 400; 14 Kents Hill Road, Wayne, ME 04284

The Select Board reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town. The Select Board reserves the right to accept or reject any and / or all bid proposals.

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 contract for the Town of Wayne, I, the undersigned submit this bid proposal form provided by the Town of Wayne.

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

<u>Year/ Properties</u>	<u>Year 1 4/1/25-10/30/25</u>	<u>Year 2 4/1/26-10/30/26</u>	<u>Year 3 4/1/27-10/30/27</u>	<u>Year 4 (optional) 4/1/28-10/30/28</u>
Fire Stations	_____	_____	_____	_____
Historic Properties	_____	_____	_____	_____
Ladd Rec Center	_____	_____	_____	_____
Parks	_____	_____	_____	_____
Traffic Islands	_____	_____	_____	_____
Total	_____	_____	_____	_____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance within 60 days of signing a contract.

Signed: _____ Title: _____