

# Town of Madison, ME

## Specifications for Cemetery Lawn Care

The Contractor agrees to perform all mowing and trimming work as follows:

1. Scope of Work: This is a general lawn care and property maintenance contract for Forest Hill Cemetery in Madison.

Forest Hill Cemetery: Mowing area is 602,716 square feet and has estimate 1,500 stones. String trim around pond as needed.

2. Requirements for Forest Hill Cemetery

- A. Spring, Fall and Cleanup and Maintenance

Spring cleanup will provide for the removal of leaves, fallen trees, limbs, branches, and any other debris such as plant containers, dead flowers and material not consistent with good lawn care and shall include the property interior to the stone walls and fences and exterior along stone walls and fences and along roadways.

Spring cleanup shall also include removal and disposal of all trash, removal of brush, vines, etc., maintaining a minimum distance of five feet cleared from fences, walls or tree lines. Spring cleanup for all municipal properties, shall be completed ASAP after snow melt and per Maine statute Title 13 § 1101 – which reads as follows: “keep the grass, weeds and brush suitably cut and trimmed on graves from May 1st to September 30th of each year.

Fall cleanup for all municipal properties shall be completed no later than November 15<sup>th</sup> of each year and started no later than October 15<sup>th</sup> of each year. Last mowing of the fall season to be completed no sooner than October 15<sup>th</sup> of each year. Fall clean up shall consist of the removal of leaves, stones, branches, and any other material not consistent with good lawn care such as unsightly flowers, wreaths, or decorations etc.

- B. Regular mowing

“Regular mowing” shall be the reduction of the grass height to 2½ to 3 inches. Regular mowing shall occur with a frequency so that the height of the grass does not exceed 4 inches. Mowing shall encompass the entire property as well as any sections between and along the fence and the road outside the yard. Grass under and around the fences, guard rails, and any other building/monument must be maintained. All mowing in a particular Municipal Property must be done completely once started. If not completed that same day, it must be finished the following day, weather permitting. All stones, monuments, pathways and roads will be free of grass and debris after each mowing. Last mowing for the fall season to be completed no sooner than October 15<sup>th</sup> of each year.

- C. Brush and hedge maintenance

Brush, bushes and hedges growing next to walls and fences, shall be cut and/or trimmed in accord with best landscaping practices. Suckers or shoots from the base of established trees shall be neatly cut back and not be broken off.

- D. Removal of debris

Any and all lawn care and maintenance debris shall be removed from the site of the maintenance and disposed of properly.

3. Additional work: Additional work may be available during the maintenance season on an as needed basis. The Contractor shall have first option on this work and the cost of performing this work shall be agreed to in writing prior to work being commenced.

#### 4 Terms and Conditions

##### A. Contract Term

The term of this contract shall be from Jan. 1, 2026 through Dec. 31, 2027

B. General Maintenance Obligation All areas will be kept free of fallen limbs, trash or other materials inconsistent with the area being maintained. This obligation shall also include along the outside of the municipal properties.

C. Use and Maintenance of Tools All hand tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the Town shall not be responsible for supplying any hand tools or equipment for the performance of this Contract.

D. Insurance Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and worker's compensation as required by the laws of the State of Maine. A Certificate of Insurance, naming the Town of Madison as an "additional Insured", shall be filed with the Town Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.

E. Workers' Compensation Insurance: With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per Maine State law. **Or**, obtain approved "Application for Predetermination of Independent Contractor Status to Establish a Rebuttable Presumption. See [www.maine.gov/wcb/](http://www.maine.gov/wcb/) for more information.

F. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits \$1,000,000 aggregate, \$500,000 per occurrence.

G. Vehicle Liability: Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicles. The combined limits of coverage shall not be less than \$500,000.

5. Indemnity the Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities that in any way relate to the performance of this Contract. The Contractor agrees to indemnify and hold the Town harmless for all damages, costs and attorney's fees. This duty of indemnification shall include the right of the Town to select its legal counsel.
6. If the Contractor fails to meet the conditions of this Agreement per satisfaction of the Town Manager of the Town, the Town Manager will have the authority to employ another contractor chosen by the Town to perform the work under this Agreement according to its specifications and to deduct all such expenses so incurred from the Contractor's monthly payments.
7. The contract period will be for two (2) growing seasons. Upon the recommendation of the Town Manager that the Contractor has failed to perform the agreement terms in a satisfactory manner, the Board of Selectmen reserves the right to terminate this Agreement at any time, upon giving a 10-day notice in writing by certified mail, return receipt requested, to the Contractor.

# Town of Madison, ME

## Specifications for Cemetery Lawn Care

The Contractor agrees to perform all mowing and trimming work as follows:

Madison Bridge Burying Ground. Mowing area is 76,775 square feet and has an estimate of 521 stones.

Kincaid Road Cemetery. Mowing area is 51,300 square feet and has an estimate of 400 stones.

East Madison Dam Cemetery. Mowing area is 22,475 square feet and has an estimate of 190 stones.

Jewett Cemetery, Route 43. Mowing area is 36,300 square feet and has an estimate of 212 stones.

A. Spring, Fall and Cleanup and Maintenance

Spring cleanup will provide for the removal of leaves, fallen trees, limbs, branches, and any other debris such as plant containers, dead flowers and material not consistent with good lawn care and shall include the property interior to the stone walls and fences and exterior along stone walls and fences and along roadways. Spring cleanup shall also include removal and disposal of all trash, removal of brush, vines, etc., maintaining a minimum distance of five feet cleared from fences, walls or tree lines. Spring cleanup for all municipal properties, shall be completed ASAP after snow melt and per Maine statute Title 13 § 1101 – which reads as follows: “keep the grass, weeds and brush suitably cut and trimmed on graves from May 1st to September 30th of each year.

Fall cleanup for all municipal properties shall be completed no later than November 15<sup>th</sup> of each year, and started no sooner than October 15<sup>th</sup> of each year. Fall cleanup shall consist of the removal of leaves, stones, branches, and any other material not consistent with good lawn care such as unsightly flowers, wreaths, or decorations, etc.

B. Regular mowing

“Regular mowing” shall be the reduction of the grass height to 2½ to 3 inches. Regular mowing shall occur with a frequency so that the height of the grass does not exceed 4 inches. Mowing shall encompass the entire property as well as any sections between and along the fence and the road outside the yard. Grass under and around the fences, guard rails, and any other building/monument must be maintained. All mowing in a particular Municipal Property must be done completely once started. If not completed that same day, it must be finished the following day, weather permitting. All stones, monuments, pathways and roads will be free of grass and debris after each mowing. Last mowing for the fall season to be completed no sooner than October 15<sup>th</sup> of each year.

C. Brush and hedge maintenance

Brush, bushes and hedges growing next to walls and fences, shall be cut and/or trimmed in accord with best landscaping practices. Suckers or shoots from the base of established trees shall be neatly cut back and not be broken off.

- D. Removal of debris  
Any and all lawn care and maintenance debris shall be removed from the site of the maintenance and disposed of properly.
- E. The following cemeteries shall be mowed on an as needed basis and trimmed when mowed. Brush and debris will be picked up as necessary.

Leakos Cemetery, East Madison Road.

Thompson Cemetery, River Road. Mowing area is 10,000 square feet and has 28 stones.

Holden Cemetery, River Road. Mowing area is 2,400 square feet and has 24 stones.

Walter Cemetery, River Road. Mowing area is 3,600 square feet and has 28 stones.

Conjockey Road Cemetery. Mowing area is 350 square feet and has 4 stones.

Stoutmyer Cemetery, Russell Road. Mowing area is 6,500 square feet and has 31 stones.

F. Additional work: Additional work may be available during the maintenance season on an as needed basis. The Contractor shall have first option on this work and the cost of performing this work shall be agreed to in writing prior to work being commenced.

#### Terms and Conditions

1. Contract Term  
The term of this contract shall be from January 1, 2026 until Dec 31, 2027.
2. General Maintenance Obligation All areas will be kept free of fallen limbs, trash or other materials inconsistent with the area being maintained. This obligation shall also include along the outside of the municipal properties.
3. Use and Maintenance of Tools All hand tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the Town shall not be responsible for supplying any hand tools or equipment for the performance of this Contract.
4. Insurance Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and worker's compensation as required by the laws of the State of Maine. A Certificate of Insurance, naming the Town of Madison as an "additional Insured", shall be filed with the Town Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.
  - A. Workers' Compensation Insurance: With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per Maine State law. **Or**, obtain approved "Application for Predetermination of Independent Contractor Status to Establish a Rebuttable Presumption. See [www.maine.gov/wcb/](http://www.maine.gov/wcb/) for more information.
  - B. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits \$1,000,000 aggregate, \$500,000 per occurrence.

C. Vehicle Liability: Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicles. The combined limits of coverage shall not be less than \$500,000.

5. Indemnity the Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities that in any way relate to the performance of this Contract. The Contractor agrees to indemnify and hold the Town harmless for all damages, costs and attorney's fees. This duty of indemnification shall include the right of the Town to select its legal counsel.
6. If the Contractor fails to meet the conditions of this Agreement per satisfaction of the Town Manager of the Town, the Town Manager will have the authority to employ another contractor chosen by the Town to perform the work under this Agreement according to its specifications and to deduct all such expenses so incurred from the Contractor's monthly payments.
7. The contract period will be for two (2) growing seasons. Upon the recommendation of the Town Manager that the Contractor has failed to perform the agreement terms in a satisfactory manner, the Board of Selectmen reserves the right to terminate this Agreement at any time, upon giving a 10-day notice in writing by certified mail, return receipt requested, to the Contractor.