

Town of Madison, ME

Contract for General Municipal Properties Lawn Care 2026-2027

THIS AGREEMENT, entered into this ____ day of January, 2026, and executed in duplicate originals, by and between THE INHABITANTS OF THE TOWN OF MADISON, by its Select Board, hereinafter referred to as the "Town", and _____, hereinafter referred to as "Contractor", witnesseth:

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 six (6) municipal properties listed below and located throughout the Town of Madison. The following municipal properties require two different levels of lawn care and maintenance in accordance with the specifications set forth below:

- A. Spring and Fall Cleanup and Maintenance: The following municipal properties will receive a spring and fall cleanup:

1. 26 Weston Avenue - Town Office Building area including parking area and perimeter outside fence at Basketball courts. Weed and mulch Town office
2. Old Point Avenue School and playground
3. Main Street Parking Lot, green space and playground
4. Thomas Street Field
5. Boat Landing – Nathan Street

- B. Regular Lawn Care and Maintenance:

The following thirteen municipal properties will receive regular lawn care and maintenance:

1. 26 Weston Avenue - Town Office Building area including parking area and perimeter outside fence at Basketball courts. Weed and mulch Town office
2. Old Point Avenue School and playground
3. Main Street Parking Lot, green space and playground
4. Thomas Street Field
5. Boat Landing – Nathan Street

- C. 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.

2. Definitions that apply to these specifications

- A. Spring, Fall and Cleanup and Maintenance

Spring cleanup will provide for the removal of leaves, stones, branches, damage from winter plowing and any other 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, de-thatch and removal of thatch, maintaining a minimum distance of five feet cleared of all brush, vines, etc., Spring cleanup for all municipal properties, shall be completed ASAP after snow melt and before Memorial weekend. Fall cleanup for all municipal properties shall be completed no later than November 15th of each year, and started no sooner than October 15th of each year. Fall cleanup shall consist of the removal of leaves, stones, branches, and any other material not consistent with good lawn care.

- 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. All properties typically end up being mowed 25 +/- times per year. 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. Last mowing of the fall season to be completed no sooner than October 15 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. Contract Term: The term of this contract shall be from January 2026 until December 2027.
- 4. 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.
- 5. 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.
- 6. 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.
 - 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 \$2,000,000 aggregate, \$1,000,000 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 \$1,000,000.

7. 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.
8. 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.
9. 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.
10. The total contract price is \$_____ annually not to exceed \$_____ for the duration of the contract. Payments will be made in installments according to the accounts payable Town warrant. The Town agrees to pay the Contractor the first payment on the first warrant following inspection of Spring Cleanup, and the final payment following inspection of Fall Cleanup on or before November 30.

IN WITNESS WHEREOF, the undersigned have hereunto caused to be set their hands and seals, as of the day and year first above written.

TOWN OF MADISON:

CONTRACTOR:

Denise Ducharme, Town Manager

Date:

Date:

Witness:

Witness:
