

## REQUEST FOR PROPOSALS

### Town of Livermore Falls

The Livermore Falls Town Select Board is soliciting bids for a three (3) year period for mowing of the grounds at three cemeteries within the Town of Livermore Falls.

For additional information, please contact:

Carrie Castonguay  
Town Manager  
Town of Livermore Falls  
2 Main Street  
Livermore Falls, Maine 04758  
(207) 897-3321

Bids must be sealed and marked "**Cemetery Mowing Bids**" and must be received at the Livermore Falls Town Office no later than 12:00 noon., on Tuesday, October 21, 2025. All bids will be opened at 6:00 P.M., on Tuesday, October 21, 2025, during the regular Select Board meeting at the Livermore Falls Town Office.

The Livermore Falls Select Board reserves the right to accept or reject any and all bids.

**TOWN OF LIVERMORE FALLS**  
**2016 - 2018 CEMETERY MOWING**

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**SECTION 1**  
**INSTRUCTIONS TO BIDDERS**

1. The contract period shall be for the three (3) year period commencing on or about May 1, 2026 and ending on or about October 15, 2028.
2. All bids must be submitted on the attached bid proposal forms for the identified project area prior to the bid acceptance date indicated. It is the responsibility of the prospective bidder to inspect the areas named and examine the technical specifications, and contract general conditions to ensure that they fully understands the contract requirements. Any questions regarding the work should be directed to the Livermore Falls Town Manager at least twenty-four (24) hours before the bid due time.
3. Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, experience, ability and financial resources to perform the work in a manner satisfactory to the town. The Town Select Board reserves the right to reject any/or all bids and again to invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will create a favorable result for the town; and to accept any bid deemed advantageous to the town.
4. The contract award shall be based on low bid for the combined monument and cemetery mowing. The Livermore Falls Select Board will be the sole judge of the acceptability of the bids, and may reject any or all bids if it is judged to be in the best interests of the Town of Livermore Falls. The Contractor may be required to produce evidence of their ability to adequately perform the work before bids are accepted.
5. The bid prices must include all required equipment and materials as indicated in the bid documents, or other work not directly shown but which can be reasonably inferred by an examination of the site and contract documents to maintain the lawns at the monument and the cemeteries in a manner consistent with the contract requirements.
6. Any bid received after the date and time of opening will be rejected.
7. The work shall commence on or about May 1 of each contract year and shall be completed on or before October 15, of each contract year.

## **SECTION 2 EQUIPMENT AND MATERIAL SPECIFICATIONS**

The contractor shall keep equipment operational at all times throughout the contract period. Backup equipment must be readily available at all times. If the contractor terminates the agreement or fails to provide adequate backup, the Town shall complete the work as required and shall deduct monies due, all direct costs, plus 50%.

## **SECTION 3 SCOPE OF WORK**

### Locations:

#### Cemeteries

1. Richardson Cemetery – Main Street
2. Shuy Cemetery – Top of Hinley Hill
3. Haynes Corner – Intersection of Park Street and Haynes Corner
4. Campground Cemetery – Campground Road at intersection to Dead End

#### Monument

1. War Memorial – Corner of Church Street and Knapp Street

### Preparation

1. The Contractor agrees to do a “Spring Clean-up” of all areas, including limbing, pruning and removal of any trees, limbs or brush damaged or fallen during the winter. This work shall also include raking of grass areas needed to remove excess sand, trash and other debris prior to the first mowing.

### Performance

1. Mowing will begin on or about May 15<sup>th</sup> each year and continue until on or about October 1<sup>st</sup> 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 exceed four inches (4”) before the grass is mowed.
3. Mowing will take place during any portion of the year when the grass is above the 3 to 4 inch maximum.
4. Trimming, raking and removing (limbs, brush and grass) will be completed on an as needed basis to maintain a neat and clean appearance at all times.
5. All trash discovered upon the grounds will be picked up and disposed of properly at the Livermore Falls Transfer Station.
6. All areas will be mowed / trimmed to the property lines and or pins.
7. The grass around all stones and other projections shall be cut using a string trimmer in a neat manner.
8. Any grass that has blown up against any stones shall be removed using a leaf blower or other device to disperse this grass.
9. Special care shall be taken to have all properties and cemeteries mowed and cleaned up by the Friday before Memorial Day.

## **SECTION 4 BASIS OF PAYMENT**

Payment shall be made on a monthly basis, beginning with a payment on or about the first of every month starting on June 1, and ending with a final payment every year on or about November 1. The Contractor must submit a monthly invoice for the period of May, June, July, August, September, and October for the contract period.

## **SECTION 5 GENERAL CONDITIONS**

### **ARTICLE 1 – Definitions**

**Bidder:**

Any Individual, Partnership, or Corporation submitting a proposal for the performance of the work under the terms of the contract, and acting directly, or through a Duly Authorized Representative.

**Condition, Care and Safety:**

The Contractor will be responsible for the safety of employees, as well as the travelling public; to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation and compliance with all applicable OSHA requirements and regulations.

**Contractor:**

The Individual, Partnership, or Corporation undertaking the execution of the work under terms of the Contract with the Owner, and acting directly, or through a Duly Authorized Representative.

**Correction of Work:**

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from, primarily monument stones curbs and grassed areas. The Owner shall give notice of observed defects with reasonable promptness. All questions arising as a result of findings shall be decided by the Livermore Falls Town Select Board, or their Representative.

**Labor and Wages:**

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

**Owner:**

The Town of Livermore Falls hereinafter referred to as the Town.

**Payments:**

Will be made in accordance with the Warrant Schedule developed by the Town of Livermore Falls; generally every Wednesday. Invoices for payment must be received by noon of the Monday preceding the warrant date.

**Subcontractor:**

The Individual, Partnership, or Corporation undertaking the execution of a part of the work under terms of the Contract by virtue of an agreement between himself or herself and the Contractor. Meaning any Individual with equipment hired to perform the required tasks.

**Work In Place:**

Is expected to be of high quality. All work will be determined and supervised.

**Article 2 – Permits, Laws, and Regulations**

It is the responsibility of the Contractor to comply with all laws, regulations, and permit conditions, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, the contractor shall promptly notify the Owner. In addition, if the Contractor's proposed methods require it, it shall be the contractor's responsibility to obtain any variances or permit modifications required.

**ARTICLE 3 – Liquidated Damages**

If the Contractor is in violation of any of the terms of this contract, or if the Town of Livermore Falls or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Town shall notify the Contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the Town's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Town will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs, which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

**ARTICLE 4 – Changes in the Work**

The Owner may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a Change Order executed by the Contractor and the Owner.

**ARTICLE 5 – Condition, Care and Safety**

The Contractor will be responsible for the safety of employees, as well as the traveling public, to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation of all applicable OSHA requirements and regulations.

**ARTICLE 6 – Contract Termination**

Should the Contractor fail to complete the work in accordance with the Contract Specifications, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others.

**ARTICLE 7 – Contractors Insurance**

The Contractor shall not commence work under this contract until all insurance required has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees as required by State Law, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:	As required by law
General Liability Insurance:	Bodily Injury \$400,000

	Property Damage	\$400,000
Vehicle Liability Insurance:	Single Occurrence	\$400,000
Workers' Compensation:	Each Accident	\$500,000.00 (or)

Workers' Compensation State of Maine Approval Predetermination Status

The Contractor shall furnish the Town with the required Certificates of Insurance, naming the Town of Livermore Falls as Additional Insured, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** *In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Town of Livermore Falls.*

The Contractor shall be required to submit to the Certificates of Insurance to the Town before the start of any work.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor shall have and maintain liability insurance that is in force until the work is completed. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may at the discretion of the municipality result in termination of the Contract.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the Municipality, its agents and employees from liability, actions claims or damage for wrongful death, personal injury 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 this contract. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

#### **ARTICLE 8 – Labor and Wages**

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

By entering into this contract the Contractor acknowledges and agrees that he shall serve hereunder in the capacity of an independent contractor, including but not limited to such as described in the Maine Workers' Compensation Act, 39-A M.R.S.A., 102(13), and shall not be deemed an employee or representative of the Town. The Contractor understands and agrees that as an independent Contractor, no Federal or State Income Tax will be deducted by the Town, and no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to Town employees will accrue.

#### **ARTICLE 9 – Disputes**

Any and all questions arising as a result of findings shall be decided by the Livermore Falls Town Select Board, or their Authorized Representative(s).

Disputes between the Owner and Contractor, which cannot be otherwise resolved, shall be settled by litigation.

## **ARTICLE 10 - Miscellaneous**

### **a. Pre-inspection**

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site/sites available for inspection. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

### **b. Clean up**

At the completion of mowing, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

### **c. Acceptance period**

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

### **d. Notice of acceptance**

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

### **e. Rejection of offers**

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

## BID PROPOSAL FORM

### Cemetery Mowing

Having carefully examined the Form of Contract, General Conditions, and Specifications for the Town of Livermore Falls's Mowing work, we, the undersigned, propose to furnish all Labor, Equipment, and Materials as outlined in the Specifications for:

Description	Bid Price
2026 Mowing	\$ _____
2027 Mowing	\$ _____
2028 Mowing	\$ _____

Date \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

Email: \_\_\_\_\_