

Exhibit A

Town of Limerick
55 Washington Street
Limerick ME 04048
207-793-4475

Mowing Specifications for 2024 and 2025

<u>Area to be Mowed and Weed Whacked</u>	<u>Mowing Cycle</u>
• Highland Cemetery \$600 per mowing	4 times for season
• Highland/Annex Cemetery \$600 per mowing	4 times for season

Total for 2024= \$4,800.00 // Total for 2025= \$4,800.00

**Paid on the 15th of the month in June, July, August, September &
October**

Contract will run May 1, 2024- October 15, 2025

**BOTH CEMETERIES MOWED AND WEED WHACKED A WEEK PRIOR TO
MEMORIAL DAY, 4TH OF JULY, LABOR DAY, AND INDIGEOUS DAY**

The contractor shall have in force a minimum of \$1,000,000.00 liability insurance. Proof of insurance must be provided to the Select Board.

If the contractor uses employees other than himself or herself or immediate members of the family, workers compensation insurance as prescribed by Maine State Law must be obtained.

Select Board, Town of Limerick Date: 4/22/24

Witness Alexandra D. Bon

John Medici [Signature]

Wade Andrews W. Andrews

Brady Connors [Signature]

Katie Proctor Katie Proctor

Gilbert Harris [Signature]

Contractor Jack Cole

Witness Dotie Richard

Date: 4/25/24

**TOWN OF LIMERICK
MOWING SERVICES AGREEMENT**

THIS AGREEMENT is made this 1 day of April, 2024, by and between the **Inhabitants of the Town of Limerick**, a municipal corporation organized under the laws of the State of Maine with a mailing address of 55 Washington Street, Limerick, ME 04048 (the “Town”) and **Professional Landscape Services**, a Maine [corporation/limited liability company] with a mailing address of 177 Carroll Lane, Limerick ME 04048 (the “Contractor”).

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to **Mowing Services** as outlined in more detail in **Exhibit A** attached hereto, which is hereby incorporated into this Agreement by reference (hereinafter the “Services”). The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement.

2. Commencement and Completion Date. The Contractor agrees to commence performance of the Services on or before **May 15, 2024**, and to fully complete the Services by **October 15, 2025**, unless otherwise agreed in writing by the parties. Due to the difficulty of calculating damages for late completion of the Services, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each consecutive day of delay until the Services are completed to the satisfaction of the Town.

3. Contract Price; Payment.

The Town shall pay the Contractor in accordance with the bid prices established from **Exhibit A-**

Exhibit B- Bid Price

4. Guarantee. The Contractor and any subcontractors employed by the Contractor, if any, shall guarantee the performance of the Services against any defects in workmanship and materials for a period of 1 year from the date of completion, and shall repair or replace at no cost or expense to the Town, all work, materials, and fixtures included as part of the Services at any time during said 1 year period.

5. Performance and Payment Bonds. As required by 14 M.R.S. § 871, if the Contract Price for the Services exceeds \$125,000.00, the Contractor shall furnish bonds covering faithful performance of this Agreement and payment of obligations arising hereunder in the amount of the Contract Price, issued by a bonding company licensed to do business in the State of Maine on or before the date of execution of this Agreement. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the Town, has delivered to the Town a complete release of all liens arising

out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the Town may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

7. Insurance. Contractor and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement, at no expense to the Town, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **Commercial General Liability Insurance**, including products and completed operations liability in the amount of not less than **\$1,000,000.00**, combined single limit.
- b. **Automobile Liability Insurance** in the amount of **\$1,000,000.00**, combined single limit.
- c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees is engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

All insurance policies shall name the Town and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Contractor and its subcontractors may instead provide a written waiver of subrogation rights against the Town. Prior to the commencement of the Services, the Contractor (and any subcontractors) shall deliver satisfactory certificates of insurance to the Town. The Contractor must also provide written notice to the Town at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the Town immediately.

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the Town.

8. Indemnification. The Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Town, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the

Town, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Town or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Town under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

9. Assignment. This Agreement may not be assigned without the prior written consent of the Town.

10. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the Town. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

11. Termination. The Town may terminate this Agreement for cause by providing the Contractor with 7 days' notice of termination in writing. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the Contractor as bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal to supply enough properly skilled workers or proper materials to complete the Services; the Contractor's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Agreement.

In the event of termination for cause, the Town may take possession of the premises (if any) and all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Services are completed. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor by the Town. However, if such expense shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Town.

Further, the Town may terminate this Agreement for convenience upon 30 days' written notice to the Contractor, in which case, the Town shall pay the Contractor for all portions of the Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the Town terminates this Agreement for cause, and it is subsequently determined that cause did not exist, such termination shall be deemed to be for convenience.

12. Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, the parties agree that any amounts required to be paid by the Town under this Agreement are payable by the Town from appropriation by Town Meeting each year. In the event that an insufficient amount to fund this Agreement for any contract year (if applicable) is appropriated by Town Meeting, this Agreement may be terminated by the Select Board without further obligation of the Town.

13. Independent Contractor. Contractor is an independent contractor. Nothing in this Agreement shall be deemed or interpreted to make Contractor an officer, agent, employee, or representative of the Town. Contractor shall have no authority, express or implied, to bind or commit the Town to any agreements or other obligations unless specifically authorized in writing. Contractor understands and agrees that they and their employees are not employees of the Town and are not entitled to benefits of any kind or nature to which employees of the Town are normally entitled, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

14. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

15. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

16. Entire Agreement. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.

17. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors, or assigns, to enforce the same in the event of any subsequent breach.

18. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO TOWN: Alesha Buzzell, Administrative Assistant to Select Board
Town of Limerick
55 Washington Street
Limerick, ME 04048

TO CONTRACTOR: Professional Landscape Services
177 Carroll Lane
Limerick ME 04048 Jackson Cole 207-806-9356

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

[CONTRACTOR]:

JACKSON COLE
Professional Landscape Services
177 Carrol Lane Limerick ME 04048




prolandscape207@gmail.com
207-806-9356

**INHABITANTS OF THE
TOWN OF LIMERICK**



John Medici




Wade Andrews

Brady Connors



Gilbert Harris



Katherine Proctor

**EXHIBIT A:
SCOPE OF WORK (see attachment)**

**EXHIBIT B:
BID PRICE**

The Town shall pay the Contractor in accordance with the bid price provided and accepted in the contract. Payments will be made on the 15th of each month, June 15th, July 15th, August 15th, September 15th, and October 15th. 10% of each of the 1st 4 payments will be withheld and then added to the 5th payment as long as the 4th mowing has been completed.

