Town of Thorndike  
PO Box 10  
125 Mount View Road  
Thorndike, ME 04986  
Phone # (207) 568-3655  
Fax # (207) 568-3653

Contract Work Specifications  
For  
Town of Thorndike

The following properties are included in this agreement: Thorndike Town Office, Marie Gloh Park, Center Cemetery, Friends Cemetery, Hubbard Cemetery, Wing Cemetery, Patterson Cemetery and Saywood Cemetery:

All cemeteries shall be maintained and cared for as listed. Care shall include:

1. All 6 cemeteries are to be trimmed, mowed and have trash removed before Memorial Day weekend.
2. Mowing of grass shall occur approximately every 14 days.
3. Careful trimming around monuments, shrubs, trees, markers, structures, and boundaries after each mowing
4. Cleaning of dust, debris, grass, etc. from stones after each mowing.
5. Trimming around fence area of each cemetery.
6. Each individual cemetery shall be completed before moving on to another
7. Any and all litter and debris, including winter grave decorations, shall be removed from cemeteries one week prior to Memorial Day and before final payment in October. (Such collection shall be properly disposed of and not tossed into the woods.) The town dumpster is available for this.
8. Special care shall be taken not to damage or move monuments or flag holders; chip stones, headstones, or foundations; or to cause any inappropriate damage to gravesites.
9. All saplings and vegetation along fences and in the cemeteries will be trimmed.
10. This contract may be terminated at the request of either party with two (2) weeks notice.

It is understood that all areas specified will be properly groomed for Memorial Day, and that after that date, individual grooming conditions will dictate the frequency of mowing. The Selectmen or their designee will set adequate mowing schedules for the contractor if necessary.

Contract Terms: The contractor shall provide services as described above between May 6 and October 15th of the contract year.
**Insurance:** It shall be the sole responsibility of the Contractor to provide insurance coverage as follows:

General Liability: A combined single limit of $1,000,000 is required. The Contractor will guarantee with appropriate documentation that all vehicles and equipment are properly insured for liability damage.

Workers Compensation and Employers Liability: This coverage is required to protect the Town against any and all claims arising from the work described above. The Contractor’s liability for damage will be limited to repairs of damage caused by him/her and his/her employees’ actions performed in the fulfillment of this contract. Prior to signing the contract, the Contractor must provide certificates of insurance stated above. Such certificates shall include a cancellation provision, which will provide the Town with a thirty-day notice if cancellation occurs.

**Breach of Contract:** If the Contractor fails to perform according to the terms of this contract and in the manner specified, that failure should be a breach of contract. In the event of a breach of contract, the Town, through its municipal officers, shall immediately give written notice to the Contractor. The municipal officers shall have the following options:

1. **Terminate this contract:** The Town may terminate this contract by sending the Contractor written notice stating the reason for termination. Contractor will be paid for all work which was satisfactorily done by this time, but the remainder of the money due may be used to obtain another contractor to maintain the areas above.

2. **Substitutions:** The Town may hire a substitute contractor to care for the areas described for any period the Town considers necessary. The substitute will be paid from the remainder of any money due to the Contractor, but unearned under the Contract.

3. Any other legal remedies available, such as court action.

**Indemnification:** Contractor agrees to hold the Town of Thorndike harmless for any claim for death, injury, property damage, or other loss that may result from the Contractor’s performance of maintenance under this contract. If such claim is made against the Town, the Contractor will pay the legal fees and costs to defend the Town, and the Contractor will pay any indemnity for which the Town may reasonably settle such claims.

_______________________________
Contractor

_______________________________
Date