

## CONTRACT FOR TREE REMOVAL AND PRUNING SERVICES

This Agreement is entered into by and between the **Town of Vassalboro, Maine**, a municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of PO Box 129, N. Vassalboro, ME 04962 (p. 2) (hereinafter the "Town"), and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (hereinafter the "Contractor").

### 1. Purpose & Scope of Services

The Contractor agrees to perform all tree removal and pruning services exactly as specified in the Town's Invitation to Bid, General Specifications, and Work Specifications, which are incorporated herein by reference (p. 2).

Specifically, the Contractor shall complete the following work:

- **Weeks Cemetery:** Remove 10-12 canopy branches threatening the neighbor's building from Maple Tree #25 (pp. 1-2). Remove the right leader of Maple Tree #26 (p. 2). Remove the single remaining branch from Maple Tree #27 (p. 2).
- **Union Cemetery (1 Oak):** Remove Oak Tree #10 (p. 2).
- **Union Cemetery (4 Trees):** Remove Cherry Tree #14, Cedar Tree #18, Maple Tree #23, and dead Ash Tree #16 (p. 2).
- **Debris & Waste Handling:** Furnish all labor, equipment, and materials to complete the work (pp. 1-2). All waste materials **excluding logs** must be chipped or removed from the site by the Contractor (p. 1). Logs must be cut and left cleanly on the ground for removal by the Town's Department of Public Works (p. 1).

### 2. Term and Time of Completion

The contract shall commence immediately upon full execution by both parties and receipt of all required licenses and insurance certificates (p. 1). All work must be executed in a workmanlike and orderly manner matching the best industry trade practices (p. 1). The overall duration of the agreement spans a one-year period (p. 1).

### 3. Compensation and Payment

The Town shall pay the Contractor a total sum not to exceed \$\_\_\_\_\_ upon successful completion of the services. Payments will be broken down by project milestones as quoted (p. 2):

- Weeks Cemetery: \$\_\_\_\_\_ (p. 2)
- Union Cemetery 1 Oak: \$\_\_\_\_\_ (p. 2)
- Union Cemetery 4 Trees: \$\_\_\_\_\_ (p. 2)

Materials and equipment permanently installed or utilized directly for this municipal project are exempt from State of Maine sales tax (p. 1). The Town shall issue a tax exemption certificate upon request.

### 4. Guarantees and Standard of Work

The Contractor guarantees all work will be performed by properly licensed personnel, including at least one licensed Maine Utility Arborist if bucket machinery or technical hazard felling is required (p. 1). The Contractor warrants that all work will conform to standard ANSI A300 tree care specifications and OSHA safety standards (p. 1).

## 5. Traffic Control and Public Safety

The Contractor shall maintain safe public access and vehicular traffic flow surrounding the work sites.

- **Regulations:** Traffic control setups must comply with the Manual on Uniform Traffic Control Devices (MUTCD) and Maine Department of Transportation (MaineDOT) standards.
- **Signage & Cones:** The Contractor must furnish, install, and maintain all necessary warning signs, flags, barricades, and traffic cones to safely alert motorists and pedestrians.
- **Certified Flagging:** If equipment blocks or restricts any portion of a public travel lane, the Contractor must provide certified traffic flaggers to direct vehicles safely past the work zone.
- **Access Maintenance:** Emergency vehicle access through public roadways and cemetery gates must remain entirely unobstructed at all times.

## 6. Protection of Property and Restorations

The Contractor assumes full responsibility for protecting surrounding property, ground turf, and structural fixtures (p. 1). Because of the nature of the workspaces:

- Any and all damages to property, including historical headstones, monuments, fences, or adjacent structures, must be reported to the Vassalboro Town Manager immediately (p. 1).
- The Contractor will be required to repair, replace, or financially restore any damaged headstones or property to the direct satisfaction of the Town.

## 7. Standard Maine Municipal Insurance Requirements

The Contractor shall procure and maintain for the duration of this contract the following insurance coverage. All policies must be issued by companies authorized to do business within the State of Maine:

- **Commercial General Liability:** Coverage in an amount not less than **\$1,000,000.00 combined single limit** per occurrence for personal injury, bodily injury, death, and property damage (p. 1). The Town of Vassalboro must be named as an **Additional Insured** on this policy.
- **Automobile Liability:** Coverage for all owned, non-owned, rented, leased, or borrowed vehicles used in connection with this project, with a limit of not less than **\$1,000,000.00 combined single limit** per occurrence (p. 1).
- **Workers' Compensation Insurance:** Full statutory coverage meeting all requirements of the laws of the State of Maine covering all employees, operators, and agents of the Contractor (p. 1).

Prior to commencing work, the Contractor must submit valid Certificates of Insurance (COI) verifying these coverages and establishing that the Town will receive a 30-day advance written notice of cancellation or material change in policy provisions.

## 8. Indemnification & Hold Harmless

The Contractor shall defend, indemnify, and hold harmless the Town of Vassalboro, its officers, officials, agents, and employees from any and all losses, costs, expenses

(including reasonable attorneys' fees), damages, actions, or claims caused by or resulting directly out of the acts, omissions, or negligence of the Contractor, its subcontractors, or agents while practicing under this contract (p. 1).

### **9. Permits, Licenses, and Regulations**

The Contractor is responsible for securing, maintaining, and paying for all permits, licenses, or arborist certifications required by local, state, or federal laws to successfully execute the scope of work (p. 1).

### **10. Termination**

The Town reserves the right to terminate this agreement for cause if the Contractor fails to perform services on time, fails to execute work in accordance with trade safety standards, or loses vital insurance or professional licensure (p. 1). The Town also reserves the right to terminate for convenience upon providing a written notice to the Contractor, in which case the Town will compensate the Contractor for all satisfactory work performed up to the termination effective date (p. 1).

### **11. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the **State of Maine**. Any legal proceedings arising from this agreement shall be brought in the appropriate state court system located within the State of Maine. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

#### **TOWN OF VASSALBORO, MAINE**

By: \_\_\_\_\_ (p. 2)

Name: \_\_\_\_\_

Title: Town Manager / Authorized Official (p. 1)

Date: \_\_\_\_\_ (p. 2)

#### **CONTRACTOR**

Tree Contractor Company: \_\_\_\_\_ (p. 2)

By (Authorized Signature): \_\_\_\_\_ (p. 2)

Printed Name: \_\_\_\_\_ (p. 2)

Title: \_\_\_\_\_ (p. 2)

Date: \_\_\_\_\_ (p. 2)