



Town of Pittston

38 Whitefield Road
Pittston, ME 04345
T: 207-582-4438
F: 207-582-1805

2026 BRUSH CUTTING CONTRACT

This contract is between the Town of Pittston (referred to as "Town" or "we") and you as the contractor, including your employees and agents.

Services to be Provided

The purpose of this Agreement is to improve public safety by removing brush, saplings, overhanging limbs, and other roadside vegetation that obstructs visibility, interferes with drainage, or encroaches upon the public right-of-way. Included in this are trees with a base trunk diameter of 4 inches or less and limbs of larger trees overhanging into the work area. All brush shall be cut within 4 inches of the ground. The Road Commissioner or designee may inspect the work at any time.

Roadways

Brush shall be removed along the following 3.75 miles of roads:

- Ripley Road 1000' or 2/10-both sides of the road = 2000'
- Stage Road 2000' or 4/10-both sides of the road = 4000'
- Troop Road 1584' or 3/10-both sides of the road = 3168'
- Parker Road 2640' or 5/10-both sides of the road = 5280'
- Kelley Road from end of Blodgett heading westerly to pole
CMP #33 2640' or 5/10-both sides of the road = 5280'

Work Area

Brush is to be removed from the right-of-way area extending 10 feet horizontally from the pavement (or the width of the Town's right-of-way, whichever is less), and vertically 15 feet from the pavement to create a space free of brush that may obstruct views or overhang the roadway or its shoulder areas.

Debris Disposal

Brush removed must be either removed from the work area for proper and legal disposal off-site or chipped on-site. If the brush is to be chipped on-site, it will be done in a manner agreeable to the Town. However, no brush or chips may be left



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on or near areas actively maintained by landowners, such as lawns, cleared areas, flower gardens, driveways, etc.

Traffic Control

You must provide for the safe and legal passage of traffic on the roadway. This may require one or more flaggers depending on the size of the active work area and road conditions such as curves, hills, etc.

Addition Work

We may specify additional work for the removal of brush not covered by the terms of this contract at an hourly rate.

Resources and References

We will consider various methods for brush removal, including, but not limited to, handwork, chipper heads, or forestry brush mowers. You agree to provide appropriate equipment and labor necessary for the timely and workmanlike completion of the work specified in this contract. The equipment to be used will be maintained by you in good and safe working order. In the event you wish to subcontract any of the work under this contract, you must first obtain the permission of the Town and provide adequate proof that all subcontractors have proper resources and are adequately insured. Any claim(s) by or against a subcontractor are solely your responsibility, and we assume no liability for such claims.

Independent Contractor

You, your agents, and employees during the performance of this contract shall act in an independent capacity and not as officers, employees, or agents of the Town. You shall employ any manpower needed to fulfill the obligations described. You shall be solely responsible for complying with all state and federal laws applicable to the nature of the work, including, but not limited to, Workers' Compensation Law, Employment Security Law, and Minimum Wage Law.

Before beginning work, you must provide satisfactory proof of insurance covering Workers' Compensation and general commercial liability, or an acceptable alternative, with General Liability reflecting each occurrence limit of \$1,000,000 and Workers' Compensation Certificate or a Rebuttable Predetermination of Independent Contractor Status certificate

Termination

Notwithstanding any other provision of this document, the Town may solely act to terminate any contract with you if there is a failure to perform the work specified herein in a workmanlike and satisfactory manner. Before terminating any contract, the Town may, as circumstances allow, provide you with an opportunity to cure any deficiency. Additionally, the Town may terminate this contract for any reason that is



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in the best interest of the Town, including but not limited to non-appropriation of funds by Town Meeting. Notice of contract termination will be made by certified mail to the address above.

Indemnification

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss that may result from your performance of this contract. This includes but is not limited to damage to pavement surfaces, drainage features, or personal property such as mailboxes, vehicles, or structures. If such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Term of Contract

The term of this contract is from the date of the Town's acceptance,
_____ until ____October 31, 2026_____.

Contract Price

The work described herein will be performed for the sum of \$_____ on a lump sum basis upon completion.

Please note: We reserve the right to negotiate with the Contractor to modify the scope of work. This may include, but is not limited to, work on any road and/or segments of any or all roads

Miscellaneous Provisions

This contract may be amended only by the written consent of the Town and you. If any part of this contract is declared by a court to be void, the rest of this contract continues to be valid and effective.

Before the award of this contract, you may be required to show that you have the necessary equipment, experience, ability, and financial resources to perform the work in a manner satisfactory to the Town.

Force Majeure

Neither the Town nor the Contractor shall be considered in default under this Agreement to the extent that performance is delayed or prevented by an event beyond the reasonable control of the affected party ("Force Majeure Event"), including, but not limited to:

- Acts of God;
- Hurricanes, tornadoes, floods, severe storms, or other extreme weather events;



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- Wildfires;
- Earthquakes;
- Epidemics or pandemics;
- War, terrorism, civil unrest, or sabotage;
- Government orders or actions that prevent performance; or
- Other extraordinary events that could not reasonably have been anticipated or avoided.

Certification

I, the undersigned, certify that I am a duly authorized representative of the Contractor named above, and I have read and fully understand the foregoing proposed contract. I am aware of the existing conditions. I further certify that the information contained herein is true and accurate and that I am fully capable of complying with this contract.

This contract, consisting of five pages, is not valid until signed by the duly authorized representatives of the Town of Pittston.

Contractor:

Signature of Authorized Contractor's Representative

Date

Printed name and title

For the Town of Pittston

Catherine Thomas, Selectperson

Date



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Joseph Caputo, Selectperson

Date

Christine Holzinger, Selectperson

Date

Katleen Freeman, Selectperson

Date

Thomas Freeman, Selectperson

Date