

TOWN OF TAMWORTH  
84 MAIN ST  
TAMWORTH, NEW HAMPSHIRE, 03886

CONTRACT  
FOR SEASONAL MAINTENANCE OF TOWN CEMETERIES AND PROPERTIES  
TOWN OF TAMWORTH

PARTIES:

This contract is made and entered into on 12/3/2022 and specifies the terms of the agreement between the Town of Tamworth Cemetery Trustees, hereafter referred to as "Town" and J&S Masonry (Contractor) whose address is 19 Swan Road, Brownfield, ME 04010, to perform work on property managed by the Town of Tamworth Cemetery Trustees whose main office is located at 84 Main St., Tamworth, N.H. 03886.

TERM OF CONTRACT:

This contract shall be for the three years 2023 through 2025, and is subject to the "fiscal funding clause" (otherwise known as "escape" clause) which permits the termination of this contract, on an annual basis, should the funds necessary to make the required payments not be appropriated by a future municipal meeting. If the price of gas at the end of a contract year exceeds \$4.75 per gallon, negotiations may be requested by the contractor for the following year.

CONTRACT DOCUMENTS:

This contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a court to be void or unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of New Hampshire. This contract revises all previous agreements between the parties. The Contractor will perform all the work that is required by this contract and all the work that is required by the documents incorporated by reference into this agreement. This contract includes:

GENERAL REQUIREMENTS:

All work will be performed in a professional and workmanlike manner by experienced and well-trained personnel, utilizing clean, well-maintained equipment. Work performance will comply with all applicable local Federal regulations.

All mechanized equipment (power mowers, trimmers, etc.) must be turned off if the contractor encounters the public within 20 feet.

No mechanized equipment (power mowers, trimmers, etc.) may be used during a funeral.

The contractor will train crew members to respect the solemn dignity of the cemetery, avoiding loud talking, running, etc., and will train all employees concerning the provisions.

### MOWING:

Paper, trash, branches, flowers not associated with the graves, and other debris will be collected prior to each mowing.

The grass immediately adjacent (within 12 inches) to all monuments will be trimmed at least every other mowing during the growing season.

The contractor will clean all clippings from the sidewalks, curbs, roadways and markers or monuments immediately after mowing and/or edging.

The contractor will ensure that grass clippings do not build up in the corners of plots with coping, and that sod will not encroach on the edges of stones oriented parallel to and flat with the ground. Under no circumstances will herbicides be used in lieu of appropriate edging and trimming, especially adjacent to monuments and fences. Debris such as grass and leaves shall not be blown or raked up against stone walls, but will be removed from the wall areas. Mowing of sites in groups one and two shall include both sides of stone walls along town roads.

### INSPECTION AND ACCEPTANCE OF WORK:

The Town will notify the contractor verbally, or in writing, of any work that is not deemed acceptable. The contractor will have 72 hours from written notice to repair, replace or redo the specified work. All work must meet the specifications of this contract. The Town will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

### INSURANCE, LICENSES, PERMITS, and LIABILITY:

The contractor shall carry liability and workers compensation insurance coverage required by law on his/her operators and employees and shall require the same of any sub-contractors. The Town requires proof of the insurance to be delivered to the Town.

The contractor will carry general liability insurance in the amount of \$1,000,000.

### SITUATIONS FOR WHICH THE CONTRACTOR SHALL BE HELD RESPONSIBLE:

Any damage due to the operation of his/her equipment in performing the contract, including damage to stones, monuments, markers, fences, walkways, curbs, coping, plantings, or any memorial device in the cemetery. If any survey marker is disturbed, the contractor shall immediately report it and be responsible for the cost of replacing it.

Any pollution to the contract property or groundwater caused by waste oil, herbicides, or pesticides used by the contractor

### SITUATIONS FOR WHICH THE CONTRACTOR WILL NOT BE HELD RESPONSIBLE:

Death or decline of plant materials due to improper selection, placement, planting, or maintenance.

Exposed cables/wires or sprinkler components/lines normally found below the lawns surface.

Flooding, storm, wind, fire, or cold damages.

Damage caused by, or to, any item hidden in the landscape and not clearly guarded or marked, excluding however, all stones, monuments, markers, fences, walkways, curbs, coping or memorial devices.

Damage due to vandalism.

#### FEES & PAYMENTS:

The contractor will furnish invoices by the 15th of each month with dates, hours, location, and type of maintenance performed for the Town during the previous month to:

Tamworth Cemetery Trustees  
Attn. Maintenance  
84 Main Street  
Tamworth, NH 03886.

The charge for each mowing and trimming of each cemetery and of the spring and fall clean ups shall be:

<u>MAIN ACTIVE CEMETERIES NORTH</u>	Cost per mowing and trimming	Cost per hour for spring and fall clean ups
41. Chocorua Cemetery, Deer Hill Road		\$42.00
42. Fowlers Mill Cemetery, Chinook Trail	\$850.00	42.00
46. Wonalancet Cemetery, Chinook Trail	189.00	42.00
	205.00	
<u>MAIN ACTIVE CEMETERIES SOUTH</u>		
45. Ordination Rock Cemetery and 51 Town Pound, Cleveland Hill Road	504.00	42.00
44. Riverside Cemetery, Whittier Road	410.00	42.00
52. Veterans Memorial, Tamworth Village	21.00	42.00

#### OUTLYING NON-ACTIVE CEMETERIES

All outlying cemeteries are to have spring and fall cleanups and to be mowed once shortly before Memorial Day and then according to the schedule listed in the attached seasonal maintenance list:

2. Ames	\$42.00	\$42.00
4. Bickford/Moulton	42.00	42.00
6. Chapman	42.00	42.00
10. Gilman	42.00	42.00
12. Great Hill	42.00	42.00
16. Head/Neally	42.00	42.00
23. Meader	42.00	42.00
43. Pease	74.00	42.00
30. Smith	63.00	42.00
31. Stevenson	42.00	42.00

## SPECIFICATIONS FOR SEASONAL MAINTENANCE

### GROUPS

There are three groups of cemeteries. Cemetery numbers are from the "Tamworth Cemeteries, Graveyards, Burial and Memorial Sites" map (April 2022 edition).

#### MAIN ACTIVE CEMETERIES NORTH

- 41. Chocorua Cemetery, Deer Hill Road
- 42. Fowlers Mill Cemetery, Chinook Trail
- 46. Wonalancet Cemetery, Chinook Trail

#### MAIN ACTIVE CEMETERIES SOUTH

- 44. Riverside Cemetery, Whittier Road
- 45. Ordination Rock Cemetery and Town Pound, Cleveland Hill Road
- 52. Veterans Memorial, Tamworth Village

All the locations in groups one and two are to be mowed and trimmed every two weeks from the onset of spring until the beginning of August. From the beginning of August until the end of the grass growth season, mowing and trimming will be done every four weeks. The Veterans Memorial may need more frequent mowing. Any changes in the schedule, including more, or less, frequent mowing due to the growth of grass, will be done by mutual agreement of the Cemetery Trustees and the contractor.

### OUTLYING NON-ACTIVE CEMETERIES

All outlying cemeteries are to have spring and fall clean ups and to be mowed once shortly before Memorial Day and then according to the attached schedule:

Map #	Name	Frequency every...	Number of mowings per summer, excluding spring and fall cleanups:
2	Ames	3 weeks	
4	Bickford-Moulton		1 time
6	Chapman		2 times
10	Gilman	3 weeks	
12	Great Hill		1 time
16	Head/Neally	3 weeks	
23	Meador		3 times
43	Pease	3 weeks	
30	Smith		time
31	Stevenson		2 times

For outlying cemeteries without grass, time shall be spent picking up branches and debris and tidying up the area. Any changes in the schedule, including more, or less, frequent mowing due to the growth of grass, will be done by mutual agreement of the Cemetery Trustees and the contractor.

#### ALL GROUPS:

In addition, all locations in each group will receive a thorough spring clean up to rake as needed and remove fallen trees, branches, and debris. Interior stone walls shall have debris removed from them. Any stone walls adjacent to roads shall be cleared of all brush and made suitable for the regular mowing schedule. No debris is to be dumped on adjacent property. Any work that is needed and beyond the contractor's ability shall be mentioned promptly to the Trustees.

Any clean up that exceeds one pickup truck load of material per cemetery will be negotiated for a price by the Cemetery Trustees and the contractor. Raking of leaves, pine needles, etc., should be done only to prevent long term buildup of duff layers that obscure stones, coping, and walls, etc.

#### ADDITIONAL AND UNSCHEDULED SERVICES

Each year the Cemetery Trustees will identify additional work beyond what is contracted for. For example, clearing overgrown brush from a section of wall, taking down small diameter trees, etc. Contractors will be able to propose a price for work to be done. A date for completion of the additional work will be agreed on. If the work is not completed by the agreed upon date, the agreement is null and void and no payment will be due.

Any additional and unscheduled work will be billed separately as net 30 days.

#### CHARGES

The contractor will furnish all labor and equipment for the performance of this contract. The contractor will furnish invoices by the 15th of each month with dates, hours involved, location and type of maintenance performed for the Town during the previous month to:

Tamworth Cemetery Trustees  
Attn: Maintenance  
84 Main St.  
Tamworth, N.H. 03886

Town of Tamworth Cemetery Trustees:

John B. Wheeler

John B. Wheeler

Carl Dearborn

Carl Dearborn

Bruno Siniscalchi

Bruno Siniscalchi

Date 12/14/2022

Contractor

Tracie Antolin

Signature

Tracie Antolin

Company Name: J&S Masonry

Date 12/3/22