

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 _____ and specifies the terms of the agreement between the Town of Tamworth Cemetery Trustees, hereafter referred to as "Town" and _____ (Contractor) whose address is _____, _____ 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 2020 through 2022, 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 Town meeting.

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 including the "Specifications for seasonal maintenance proposals". 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 the Federal Occupational Safety and Health Act.

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 the cemetery's stones will be trimmed every 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 shall include both sides of stone walls adjacent to 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 damaged or knocked out of its original placement, the contractor is to reset it immediately.

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:

	Cost per mowing and trimming	Cost per hour for spring and fall Clean ups
<u>CONTRACT ONE: MAIN ACTIVE CEMETERIES NORTH</u>		
41. Chocorua Cemetery, Deer Hill Road	_____	_____
42. Fowlers Mill Cemetery, Chinook Trail	_____	_____
45. Wonalancet Cemetery, Chinook Trail	_____	_____
<u>CONTRACT TWO: MAIN ACTIVE CEMETERIES SOUTH</u>		
44. Ordination Rock Cemetery and Town Pound, Cleveland Hill Road	_____	_____
43. Riverside Cemetery, Whittier Road	_____	_____
52. Veterans Memorial, Tamworth Village	_____	_____

CONTRACT THREE: 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 following schedule:

2. Ames	_____	_____
4. Bickford/Moulton	_____	_____
6. Chapman	_____	_____
10. Gilman	_____	_____
12. Great Hill	_____	_____
16. Head/Neally	_____	_____
23. Meader	_____	_____
25. Pease	_____	_____
30. Smith	_____	_____
31. Stevenson	_____	_____

Town of Tamworth Cemetery Trustees:

John B. Wheeler

Mark Albee

Bruno Siniscalchi

Date

Contractor

Signature

Printed name

Company Name

Date