

**TOWN OF WEARE, N.H.**  
Cemeteries  
Lawn Care Contract Specifications  
2017-2018



No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the written consent of the Town. All bidders shall provide three (3) letters of reference.

1. Scope of Work: This is a general lawn care and property clean up specifications for thirty-six (36) cemeteries located throughout the Town of Weare. The cemeteries require different levels of lawn care and attention as follows.

There are two levels of cemetery maintenance for different cemeteries throughout the Town. Eighteen (18) cemeteries will receive spring and fall clean up and regular lawn care and maintenance. Eighteen (18) cemeteries will receive spring and fall clean up, which shall include mowing. All cemeteries shall have all lawn care and maintenance debris removed from and disposed of properly such as to the Town of Weare Transfer Station.

- I. The following cemeteries will receive spring and fall clean up, regular mowing, as well as regular brush and hedge maintenance throughout the season. They shall be maintained in a clean and well trimmed appearance.

1. Benjamin Perkins Cemetery	254 Mt. Dearborn Road
2. Center Square Cemetery	119 East Road
3. Collins Cemetery	392 Reservoir Drive
4. Corliss Burial Place	267 Mountain Road
5. Dow-Peaslee Burying Ground	81 Concord Stage Road
6. East Weare Cemetery	24 Buzzell Hill Road
7. Eaton Cemetery	836 Concord Stage Road
8. Elisah Grove Cemetery	13 Mountain Road
9. Friends New South Cemetery	26 Thorndike Road
10. Friends North Cemetery	216 Quaker Street
11. Friends South Cemetery	2 Shady Hill Road
12. Hadley Cemetery	57 Mt. Dearborn Road
13. Johnson Cemetery	24 Buzzell Hill Road
14. Oil Mill Cemetery	338 River Road
15. Philbrick Cemetery	340 Maplewold Road
16. Pine Grove Cemetery	25 Buzzell Hill Road
17. Sugar Hill Cemetery	838 Concord Stage Road
18. Whittaker Cemetery	119 Maplewold Road

- II. The following cemeteries will receive a spring and fall clean up, which shall include mowing:
- |                                 |                         |
|---------------------------------|-------------------------|
| 1. Benjamin Felch Tomb          | Merrill Road            |
| 2. Buxton-Philbrick Cemetery    | Eastman Road            |
| 3. David Buxton Burying Ground  | Old Francestown Road    |
| 4. Eliz Dow Cemetery            | Quaker Street           |
| 5. Elizah Dow Cemetery          | 127 Dudley Brook Road   |
| 6. Gould-Chase Cemetery         | 30 Gould Road           |
| 7. Green Cemetery               | Off Eben Paige Road     |
| 8. Joseph Wilson Tomb           | 52 Norris Road          |
| 9. Luther Lock Burial Ground    | Oliver Road             |
| 10. Muzzy Cemetery              | Upper Craney Hill Road  |
| 11. Poor Farm Cemetery          | 57 Balch Road           |
| 12. Samuel Osborne Grave Yard   | Maplewold Road          |
| 13. Toby Hill Yard              | 214 Tobie Hill Road     |
| 14. Tristran Johnson Grave Yard | Off Bart Clough Road    |
| 15. Worthley Burying Ground     | 666 South Stark Highway |
| 16. Worthley Grave              | Barnard Hill Road       |
| 17. Grave on Rogers land        | South Stark Highway     |
| 18. Graves                      | Colby Road              |

**III. All cemeteries that receive regular mowing (section I) must be freshly mowed, with the grass height to be at approximately 2 ½ inches for the Memorial Day services to be held.**

**IV. All grassed area around the former Gordon Brown Barn (red barn) must receive regular mowings as defined in Section 2, B (below).**

IV. Additional work may be available during the maintenance season on an as needed basis. The Contractor shall have first option on this work and the cost of performing this work shall be agreed to in writing prior to work being commenced.

2 Definitions that apply to these specifications:

The following definitions shall control and define the type of work that is required or is necessary under these specifications.

- A. Spring and Fall Cleanup and Maintenance: Spring cleanup shall provide for the removal of leaves, stones, branches and any other material not consistent with good lawn care and shall include the cemetery interior to the stone walls and fences and exterior along stone walls and fences, and along road ways. Spring cleanup shall be completed prior to Memorial Day. Fall cleanup for all cemetery properties shall be completed no later than November 14<sup>th</sup> of each year, and started no sooner than October 17<sup>th</sup> of each year.
- B. Regular mowing: Regular mowing shall be the reduction of grass height to 2½ to 3 ½ inches consistent with the area being mowed. Mowing shall be considered to encompass the entire cemetery as well as any sections between and along the fence and the road outside the yard. All mowing in a particular cemetery must be done completely once started, if not completed that same day, it must be finished the following day, weather permitting.

- C. Bush, Weeding and Hedge Maintenance: Bushes growing next to walls and fences, shall be cut and/or trimmed when not an ornamental plant. Suckers or shoots from the base of established trees shall be neatly cut back and not broken off.
  - D. Debris: All lawn care and maintenance debris shall be removed from areas and disposed of properly, such as to the Town of Weare Transfer Station.
3. Contract Term: The term of this contract shall be from April 1, 2017 until and concluding November 30, 2018.
4. Schedule of Payment: Contractor shall receive monthly payments between April and November, **at month's end**.
5. General Maintenance Obligation: All areas will be kept free of fallen limbs, trash or other materials inconsistent with the area being maintained. This obligation shall also include along the outside of the cemeteries.
6. Use and Maintenance of Tools: All hand tools and equipment employed shall be maintained and operated in a safe condition as provided by the manufacturer and as required by good safety practices and as specified by state and federal requirements. The Town provides no tools and/or equipment of any kind; provision of tools is the responsibility and expectation of Contractor.
7. Insurance: Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and workers compensation as required by the laws of the State of New Hampshire. A Certificate of Insurance, naming the Town of Weare as an ~~%additional Insured~~, shall be filed with the Selectmen's Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.
- A. Workers' Compensation Insurance With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per NH State law.
  - B. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with liability limits of \$2,000,000 aggregate, \$1,000,000 per occurrence.
  - C. Vehicle Liability: Contractor shall maintain a policy of vehicle liability, comprehensive form, for both owned, hired and non-owned vehicles. The combined limits of coverage shall not be less than \$1,000,000.
8. Indemnity: The Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities incurred while performing contractual duties for the Town, and will hold the Town harmless for all resulting damages. This duty of indemnification shall include the right of the Town to select its legal counsel.

9. Right to Terminate: The Town reserves the right to terminate this contract in the event it determines that the Contractor has failed to satisfactorily perform in the Contract. Whether the Contractor is granted the right to cure unsatisfactory performance rests solely with the Board of Selectmen. The sole right and benefit extended to the Contractor upon termination of the contract shall be the right to cover payment for work already performed in accord with the terms of the Contract.
  
10. Subcontractors and Assignment: The Contractor may engage the services of subcontractors in the performance of this Contract, but may only do such on prior notice and approval by the Board of Selectmen. The Contractor shall remain liable to the Town for the performance of this contract. The contract may not be assigned without prior permission from the Board of Selectmen.