

Town of Atkinson

Specifications

2019 Care of Grounds - Mowing

The Cemetery Trustees for the Town of Atkinson are requesting bids for the care and maintenance of the Town's cemetery property, approximately (4) acres. Exact area to be mowed will be provided by the bidder, with the approval of the Trustees.

Bids should include mowing, raking, and trimming around monuments and edges, as well as raking and removal of all debris in the fall. Grass will be cut when the grass is up to 4 ½ inches high, and will be cut to a height of 2 1/2 to 3 ½ inches, at a minimum of once per week.

The contract begins on April 29, 2019 and will run through November 18, 2019*

Payment schedule will be bi-monthly (15 equal payments), upon satisfactory completion of the scheduled work as determined by the Cemetery Trustees.

There will be a mandatory walk through of the cemetery with the Trustees at 12 noon on Tuesday April 9, 2019.

Sealed bids must be received in the Selectmen's Office 21 Academy Avenue, Atkinson NH 03811 by 12 Noon on Tuesday April 16, 2019. The envelope should be clearly labeled "2019 Cemetery Mowing". E-mailed bids will not be considered.

The successful bidder is expected to provide Certificate of Insurance showing general liability and Worker's Compensation coverage as shown in the "Bid Response Form". Cemetery Trustees reserve the right to reject any or all bids and to negotiate with the successful bidder in the best interests of the Town.

For further information please contact Cemetery Trustees by speaking with Sue Killam at 362-4665.

- Trustees will consider a three year contract, subject to annual funding.

Town of Atkinson

Bid Response Form

To: The Town of Atkinson

The undersigned proposes to furnish all labor and materials and/or services required for the _____ located at _____ in the Town of Atkinson in accordance with the Contract Documents and/or RFP for the Contract price below:

This bid includes addenda numbers _____, _____, and _____.

The proposed Contract Price for the _____ is: \$ _____.
_____ dollars and _____ Cents.

Add Alternates (if any) are as follows:

1) _____ \$ _____

2) _____ \$ _____

The undersigned agrees that if, he is selected as the lowest, responsible bidder, he will within five (5) business days excluding weekends and legal holidays after presentation thereof by the Town of Atkinson, execute a contract in accordance with the terms and conditions of this bid

The undersigned agrees that, if he is selected as the lowest, responsible bidder, he will begin providing the services contracted for on April 29, 2019 and continue through November 18, 2019, unless otherwise agreed, in writing with the Cemetery Trustees.

The undersigned agrees that all mechanics, laborers and other personnel employed by the Contractor will be paid in accordance with all applicable laws and to comply with all applicable rules and regulations stipulated under any and all such laws.

The undersigned hereby certifies that he is able to furnish any and all such labor, materials and or services required under this bid.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned is not presently debarred from doing work or supplying any type of services to the Town of Atkinson or the State of New Hampshire.

The undersigned agrees that all areas of Town property shall be properly protected and kept "safe" at all times. The Contractor shall keep the premises clean of debris at all times and shall remove such from

site on a daily basis or place in a dumpster to be located on the site at a pre- approved location at the Contractors expense.

The undersigned agrees to submit full specifications, if required, of the materials to be used in conjunction with the work including all manufacture's specifications and MSDS (Material Safety Data Sheets) sheets prior to the commencement of any work.

The undersigned agrees that all payments shall be made to the contractor on a bi-monthly basis, upon satisfactory completion of the scheduled work, as determined by the Cemetery Trustees.

The undersigned agrees that all Applications for payment shall be on a form acceptable to Town. Contractor shall submit each application for payment no later than the 15th and 30th day of the month unless the Cemetery Trustees have specified otherwise.

The undersigned agrees that Certificates of Insurance must be filed with Selectmen's Office prior to any application for payment. No requisitions for change orders will be recognized that have yet to be executed by the Cemetery Trustees.

The undersigned agrees that the Town shall make payments within ten (10) days after receipt of application for payment for Contractor's Work. Faxed or emailed applications will be not considered valid for payment. Only original invoices will be considered.

The undersigned agrees that in addition to the requirements or any other provisions, payment shall not become due until the work is completed and accepted by the Cemetery Trustees and evidence satisfactory to the Trustees that all Contractor's bills and indebtedness for the project have been fully satisfied.

The undersigned agrees that no payment made under or in connection with this project shall be evidence of the performance of such Work, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release Contractor from any of its obligations

The undersigned agrees to supply the following with their proposal:

1. Current Certificates of Liability and Workers' Compensation Insurances, with umbrella policy in accordance with the Town's requirements; (see attached)
2. Proof of Contractor's "Certification" as an approved or certified installer from the manufacturer of the equipment proposed.

The undersigned agrees that, if required, all personnel, technicians, vendors and subcontractors of the contractor who work on this project shall be required to submit to a background check. Only individuals who successfully pass the background check will be permitted access to this project.

The undersigned agrees that proper Prior to starting Work, Subcontractor shall obtain and maintain insurance from a responsible insurer satisfactory to Contractor. Subcontractor's insurance shall apply to any Work furnished by or through Subcontractor for Contractor at any Project. It shall name Contractor as an additional insured on a primary and non-contributory basis to any other insurance carried by Contractor, under the subcontractor's General Liability, Auto Liability and Umbrella Liability coverages. This additional insured status shall also apply to completed operations coverage, and provide at least the following coverage's and minimum limits:

Insurance Requirements for All Contractors

<u>Coverages Required</u>	<u>Minimum Limits Required</u>
<u>Commercial General Liability</u>	
General Aggregate	\$2,000,000
Each Occurrence Injury	\$1,000,000

Workers Compensation

NH Statutory including Employers Liability

-	Each	Accident/Disease-Policy	Limit/Disease-Each	Employee
		\$100,000/\$500,000/\$100,000		

Town of Atkinson must be named as Additional Insured

All Risk Insurance covering all tools and equipment, whether owned or rented; and all materials, whether stored or in transit, until incorporated into the Project.

The undersigned further agrees that prior to starting Work, Contractor shall furnish to Town a current Certificate of Insurance, issued directly from the insurer, showing coverage and limits meeting or exceeding the minimum requirements and that Town or anyone else required are named as additional insureds. The Certificate of Insurance shall also specify that no part of such insurance shall be modified, canceled or allowed to expire until at least 60 days after written notice is given to Town.

Agreed to, Acknowledged and Accepted:

By: _____
Company

Printed Name of Authorized Signer

Signature

Address

City/State

Telephone

e-mail

Note: If bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if partnership, give full names and residential addresses of all partners, and if individual, give residential address it different from business address.