

# TOWN OF PRINCETON



## **Lawn Mowing and Grounds Keeping - Cemetery and Town Center Invitation for Bids**

**TOWN OF PRINCETON  
CEMETERY DEPARTMENT**

**SPECIFICATIONS FOR  
LAWN MOWING & GROUNDS KEEPING  
CEMETERY AND TOWN CENTER**

Sealed bids for “Lawn Mowing & Grounds Keeping- Cemetery & Town Center” for the Cemetery Department will be received by the Town of Princeton, MA (Owner) 6 Town Hall Drive, Princeton, MA 01541, until 3:00 PM, Monday, April 27, 2020. Bid will be opened and publicly read at the Town Administrators office on Tuesday, April 28, 2020 at 10:00 AM..

Specifications may be obtained on the town website [www.town.princeton.ma.us](http://www.town.princeton.ma.us) or, by emailing [townadministrator@town.princeton.ma.us](mailto:townadministrator@town.princeton.ma.us),

Bids shall be sealed and appropriately marked "Lawn Mowing and Grounds Keeping- Cemetery & Town Center".

The right is reserved to reject any and all bids and to award the bid deemed to be in the best interest of the Owner pursuant to M.G.L. Chapter 30B.

SHERRY A. PATCH  
TOWN ADMINISTRATOR  
PRINCETON, MASSACHUSETTS

**TOWN OF PRINCETON  
CEMETERY DEPARTMENT  
6 Town Hall Drive  
Princeton, MA 01541**

**SPECIFICATIONS FOR  
LAWN MOWING & GROUNDS KEEPING  
CEMETERY AND TOWN CENTER**

**ACCEPTANCE OF BIDS**

The Town of Princeton reserves the right to accept or reject any or all bids or any part thereof.

**GENERAL CONDITIONS**

1. **WORK STANDARDS.** It is understood and agreed that only the highest standards of lawn mowing and grounds keeping are acceptable and shall be maintained; and that the following specifications are not to be construed as complete and exclusive. The Contractor shall clean up all debris caused by their operations. No debris shall be allowed to accumulate. The Contractor may be required to redo, at their own expense, any work not done according to specifications; any work done in violation of law or public authority; any work claimed to have been done in accordance with verbal instructions not confirmed in writing.
2. **CONTRACT.** The successful bidder will be required to enter into a contract with the Town of Princeton. A copy of the contract is supplied with this specification.
3. **CHANGE ORDERS.** When, and if, field conditions necessitate that changes, additions or deletions be made to the contract, the Owner will issue the necessary change order in writing describing such changes and indicate the amount of the change in the contract price, if any. No extension of time will be allowed for any such change order unless so stated therein.
4. **INSURANCE.** The Owner requires that prior to executing a Contract the Contractor furnish a Certificate of Insurance, indicating evidence of coverage for the following:
  - General Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Additional Insured and Waiver of Subrogation must be indicated. General Liability shall be primary and non-contributory.
  - Automobile Liability with a minimum limit of \$1,000,000 combined single limit (CSL), including hired and non-owned autos. Additional Insured and Waiver of Subrogation must be indicated.
  - Workers Compensation and Employers Liability with minimum limits of \$500,000. Waiver of Subrogation must be indicated.
5. **SUPERVISION.** The Contractor shall give personal supervision to the work and shall employ a competent supervisor during the progress of the work. The Contractor shall employ a sufficient number of competent workers who are experienced thoroughly in this type of work. The supervisor shall make a detailed inspection upon completion of work.

The selected contractor shall discharge or replace from service in Princeton any person who, in the opinion of the Cemetery Superintendent, is incompetent, disorderly or otherwise unsatisfactory.

6. UTILITIES. The Contractor may employ for their use, the present electrical and limited water services, in order to perform the work to be done. The Contractor may be held responsible, however, for all damages to such services or equipment, or damage caused by such services or equipment, if such damage be by reason of the Contractor's use of such services or equipment.
7. PROTECTION OF PROPERTY. Any town property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition at the expense of the Contractor. Town of Princeton has the right to hold the Contractor responsible for any property that is damaged, lost or stolen during the execution of the work. Smoking by employees is not allowed.
8. AREAS TO BE INCLUDED. The areas to be included under this specification are shown on Attachment A.
9. BID FORM. All bids must be submitted on the attached form. Bids shall be sealed and appropriately marked "**Lawn Mowing and Grounds Keeping-Cemetery & Town Center**". Bids will be received in the Town Administrator's Office, 6 Town Hall Drive, Princeton, MA 01541 at which time and place they will be publicly opened and read.
10. LENGTH OF CONTRACT. This specification shall cover the period July 1, 2020 through June 30, 2021. Year two shall commence on July 1, 2021 and end on June 30, 2022, and year three shall commence on July 1, 2022 and end on June 30, 2023. This contract shall be subject to appropriation of funds. The Owner shall have the right to terminate the agreement by giving notice to the Contractor of such termination and specifying the date thereof at least thirty calendar days before the effective date of such termination.
11. CONTRACTOR SITE VISIT. Contractors are encouraged to contact the Town Administrator at (978) 464-2102 to schedule site visits of all locations.
12. EQUIPMENT AND MATERIALS. The Contractor shall furnish all equipment, appliances and materials, labor and supervision, unless otherwise specified for performing all operations within this specification.
13. ACCIDENT, FIRE AND SAFETY PREVENTION. The Contractor shall be responsible for carrying out all applicable fire, accident and safety prevention policies.
14. MINIMUM QUALIFICATION. Each bidder must have had a minimum of three years' experience of grounds work of a similar nature, in the opinion of the Owner, to the type of work in this specified contract and must submit evidence of having done such work in the past three years.
15. EQUIPMENT STORAGE. There shall be no storage of equipment on the Owner's grounds.
16. INSPECTIONS. Inspections will be performed in conjunction with the Cemetery Superintendent or a designee, and the Contractor, as needed.
17. OFFSETS. Whenever the level of services called for in this contract falls below the levels specified in the documents or items of work are not accomplished, the invoices tendered by the Contractor for that period will be reduced reflecting services not provided as per contract specifications.
18. ASSIGNMENT OF CONTRACT. The Contractor shall not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Owner. The Contractor further agrees that none of the services to be performed under this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of the Owner.

19. **NON-DISCRIMINATION.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age, handicap, sexual orientation or ancestry in connection with the performance of the services under Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

20. **INDEMNIFICATION** The Contractor shall, to the maximum extent permitted by law, defend, indemnify and save harmless the Town of Princeton, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his/her employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Princeton for damage to its property caused by the Contractor, his/her employees, agents, or subcontractors, including damages caused by his/her, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused solely by the Town of Princeton's gross negligence or willful misconduct.

21. **MOWING AND TRIMMING.**

- Supervisor must be accessible to address any issues during normal business hours of 8:00 AM to 4:00 PM, Monday through Friday.
- Cut and trim all lawn areas as described and designated on Attachment A.
- Lawn height to be mowed at 3 inches. Attention should be given to uneven grounds to avoid any lawn scalping. See schedule for number of mowings. Additional mowings as required by the Cemetery Superintendent. Caution to be used around newly seeded graves around the cemetery.
- All grass clippings shall be evenly disbursed or mulched or collected and dumped offsite by the Contractor.
- Care must be taken to keep grass clippings from flower beds and mulch. No side discharge of clippings is allowed. Extreme care needs to be taken when mowing around monuments and headstones.
- One extra mowing/trimming cycle shall be added the week prior to Memorial Day so that the grounds are in pristine condition for Memorial Day Services. Pristine conditions are expected the two weeks prior to Memorial Day.
- Trim grass around all monuments, headstones, markers, foot markers, and flowerbeds without disturbing flowers, planters/plantings, shrubs, flag holders, ornaments, etc.
- All roadways and buildings shall have the grass blown off them when complete.
- Work can take place during the days and hours of Monday- Saturday 8:00 am- 5:00 pm. Holidays and Sundays excluded. It should be noted the Cemetery funerals are typically scheduled between the hours of 10:00 am – 1:00 pm. Work shall suspend or relocate during a burial service. The Cemetery Department averages approximately 10 burials per year.

- Flowers located on graves after recent burials will be removed by town staff and are not included in this contract.
- Personal items left on gravestones and or flower beds shall not be disturbed by the Contractor.
- Employee's vehicles or trailers shall not be left on the main roadway to the cemetery.
- Contractor to provide mowing schedule to the Cemetery Superintendent each month.
- Workers shall be sensitive to any grieving families visiting the cemetery.

## 22. SPRING CLEANUP

- The Contractor must conduct a walk-thru with the Cemetery Superintendent prior to starting performance of the Contract in the spring.
- Prior to mowing, all litter, debris, and twigs shall be picked up and disposed properly.

## 23. FERTILIZATION AND INSECT CONTROL

- Woodlawn Cemetery will require a combo application of Fertilizer and Merit for White Grub infestation.
- The Owner may determine that additional fertilization or insect control is needed and request a quote from the Contractor.

## 24. FALL LEAF CLEAN UP/LEAF REMOVAL

- **Area** - Grounds covered by this section of contract will include all cemeteries, Town Hall, and Goodnow Memorial Library as described in Attachment A. Cleaning shall include all lawns, roads and miscellaneous ground areas, elevated surfaces of such things as monuments, stones, markers, walls, trees, buildings, flower beds, curbing and so forth.
- **Scope of Work** - Contractor will collect and remove from the grounds all fallen leaves, twigs, branches, pine cones, and other unwanted natural material, leaving the grounds in a neat and clean condition acceptable to the Cemetery Superintendent. Pick-up is expected to be performed as soon as feasible in conformance with standards of good grounds maintenance practice. Work is to commence after October 1st and is to be substantially completed by November 30 each year, with subsequent cleanings if necessary. Start date is subject to weather conditions and amount of fallen leaves.

All bidders shall agree that they will collect the leaves as they fall and will not wait until all the leaves are off the trees before beginning their collection. It is anticipated that the Contractor will have to do multiple collections as needed at each site during the duration of the contract to keep the Cemetery and Town Center in presentable condition.

All material must be handled in compliance with any Commonwealth of Massachusetts or United States Department of Agriculture regulations and procedures relative to the control of the Asian Long Horned Beetle and Emerald Ash Borer.

- **Care and Protection of Property** - Contractor will take proper care to avoid damage or disruption to lawns, structures, monuments, markers, vehicles, equipment, plantings, adornments (flowers, planters, etc.) or any and all other physical features of the property and shall assume full responsibility for the repair, restoration or replacement, at the Town's option, of any damaged property, town-owned or otherwise.
- **Removal of Material** - Contractor shall be responsible for the complete removal of all collected material from the property and its proper, lawful disposal off-site.
- **Acceptable Work Methods** - Contractor shall disclose to the Cemetery Superintendent in advance of performing any work all information relating to its intended methods for accomplishing the work, including specific equipment to be utilized. Burning is prohibited. Storing of leaves in piles overnight is not acceptable without prior consent of the Cemetery Superintendent.
- **Planning of Work** - All work shall be planned in such a manner as to prevent interruption to or interference with cemetery operation and shall be relocated or suspended at the option of the cemetery personnel so as to avoid disruption of funerals or other activities. Hours of operation shall be 8:00 am to 4:00 pm. Any work after 4:00 pm must be approved in advance. No work Sundays, or holidays.
- **Completion of Work** - The contract will be considered to have been completed when the Cemetery Superintendent has determined that the deciduous trees on and over-hanging the properties have dropped their leaves and that the grounds have been properly and adequately cleaned as described herein. In the event that the Contractor is unable to complete the contracted work for reasons which, in the opinion of the Owner, are beyond the control of the Contractor, the Contractor may apply for partial payment of the Contracted price based on an estimate of the work completed. A walk thru will be done with the Contractor and the Owner prior to completion.

25. PAYMENTS. The Contractor shall submit invoices monthly. The number of mowings shall be listed on each bill. The payment for leaf collection shall be sent at end of fall clean up.

26. CONTRACT AWARD. The contract will be awarded in accordance with M.G.L. c. 30B to a responsive and responsible Contractor that meets all of the specifications requirements offering the lowest overall price for lawn mowing and grounds.

27. ADDENDA. If any changes are made to this Specification, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the bid specifications.

28. QUESTIONS. Any questions must be submitted in writing to Town Administrator Sherry Patch, 6 Town Hall Drive, Princeton MA 01541

## ATTACHMENT A

### Area and Location of Cemeteries, Town Hall, and Goodnow Memorial Library

| <b>Cemetery</b>                        | <b>Location</b>                                    | <b>Area</b>           |
|--|--|-----------------------|
| Woodlawn                               | Connor Lane  | 3.5 acres             |
| South                                  | Intersection of Ball Hill and Brooks Station Roads | 1.2 acres             |
| Boylston                               | Hubbardston Road                                   | 1.2 acres             |
| North                                  | Mirick Road  | 1.2 acres             |
| West                                   | Wheeler Road                                       | 1 acre                |
| Parker II                              | Parker Place                                       | 1.2 acres             |
| Meeting House                          | Mountain Road                                      | 1.2 acres             |
| Town Hall and Goodnow Memorial Library | Town Hall Drive                                    | .5 acres              |
|  |  | Total: +/- 10.8 acres |

#### NOTES

1. The Cemeteries in Item A on the Bid Form (Woodlawn, South, North (2500 sq. ft.)) and the Town Hall and Library have a large percentage of turf grass and are generally mowable with zero turn mowers or walk behind commercial mowers. All of these areas are non-irrigated and only Woodlawn and South have received fertilization and lime within the last three years. White Grub infestation has been a recent problem. 25 mowings per year for Years 1, 2 and 3 represents the Base Bid. Additional mowings per annual need must be authorized by the Town.
2. The Cemeteries in Item C on the Bid Form (North, West, Boylston, road side of stone wall, Parker II, and Meetinghouse) have mainly native ground cover, including moss, annual grasses, and weeds. These cemeteries are non-irrigated and received no fertility or seed in decades except for the individual burial plots. North and Parker II are terraced and most likely will require small mowers/trimmers to safely and properly mow these areas. Mower damage is a significant concern due to the terrain and native plant cover, and therefore must be mitigated. 16 Mowings per year for Years 1, 2 and 3 represents the Base Bid. Additional mowings per annual need must be authorized by the Town.



3. Leaf Removal Per Specifications/Bid Documents
4. All cemeteries were cleaned through November 2019. Obviously, it is difficult to determine the extent of required spring cleanup at this time.
5. Woodlawn will require a combo application of Fertilizer and Merit for White Grub. Pesticide License/Certification and insurance required. Additional fertilizer applications To Be Determined, if necessary.

### **MOWING SCHEDULES:**

*Please Note: All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for Bid comparison only. Final quantities will be determined by the Cemetery Superintendent.*

#### **Schedule for Woodlawn, and South Cemeteries, Town Hall, Library**

##### **A. July 1, 2020 through June 30, 2021**

April – 2 Mowings If/As Needed

May – Weekly – 5 to 6 Mowings

- 2 times Before Memorial Day, May 28, 2021

June – Weekly – 4 Mowings

July – 5 Mowings During the Month

August – 5 Mowings During the Month

September – 4 Mowings During the Month

October – 4 Mowings During the Month

##### **B. July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023**

April – 2 Mowings If/As Needed

May – Weekly – 5 to 6 Mowings

- 2 times Before Memorial Day, May 28, 2022

June – Weekly – 4 Mowings

July – 5 Mowings During the Month

August – 5 Mowings During the Month

September – 4 Mowings During the Month

October – 4 Mowings During the Month

**Note: The Bid is Based on 25 Mowings Per Year. Mowing Is Approximate Pending Turf Growth and Weather Conditions.**

**Schedule for North, North 2500 sq. ft section Boylston West, Parker II and Meeting House Cemeteries**

**A. Year 1 July 1, 2020 through June 30, 2021**

April – 2 Mowings If/As Needed

May – Weekly – 3 Mowings

June – Weekly – 3 Mowings

July – 2 Mowings During the Month

August – 2 Mowings During the Month

September – 2 Mowings During the Month

October – 2 Mowings During the Month

**B. Year 2 July 1, 2021 through June 30, 2022 and Year 3 July 1, 2022 through June 30, 2023**

April – 2 Mowings If/As Needed

May – Weekly – 4 Mowings

June – Weekly – 4 Mowings

July – 2 Mowings During the Month

August – 2 Mowings During the Month

September – 2 Mowings During the Month

October – 2 Mowings During the Month

**Note: The Bid is Based on 16 Mowings per year. Mowings Are Approximate Pending Growth and Weather Conditions.**

### BID FORM

To: Sherry Patch  
 Town Administrator  
 Princeton, Massachusetts 01541

The undersigned proposes to provide “Lawn Mowing and Grounds Keeping Services-Cemetery Department in accordance with the specifications.

| <u>Item</u>  | <u>Year One</u><br>7/1/20-6/30/21 | <u>Year Two</u><br>7/1/21-<br>6/30/22 | <u>Year Three</u><br>7/1/22-<br>6/30/23 |
|--|-----------------------------------|---------------------------------------|---|
| A. Mow & trim (Base Bid): (See note 1 and Mowing Schedules)<br>Cemeteries: Acreage = 6.4 Acres<br>Woodlawn – 3.5 Acres<br>South – 1.2 Acres<br>Town Hall and Library - .5 acres<br><p style="text-align: right;">PRICE:</p>  |                                   |                                       |   |
| B. Price for (one) additional cemetery mowing of Item A<br><p style="text-align: right;">PRICE:</p>  |                                   |                                       |   |
| C. Mow and Trim: (See note 2) and Mowing Schedules)<br>Cemeteries: Acreage = 4.4 Acres<br>North – 1.2 Acres<br>West – 1 Acre<br>Parker II – 1.2 Acres<br>Meeting House – 1 Acre<br>Boylston – 1.2 Acres<br>North – Road Side of Stone Wall (2500 sq. Ft)<br><p style="text-align: right;">PRICE:</p> |                                   |                                       |   |

|   |  |  |  |
|---|--|--|--|
| D. Price for (one) additional mowing of Item C:<br><br>PRICE:   |  |  |  |
| E. Leaf removal of all areas – 10.8 Acres (See note 3)<br><br>PRICE:  |  |  |  |
| F. Spring Cleanup of All Areas – 10.8 Acres (See note 4)<br><br>PRICE:  |  |  |  |
| G. Application of Fertilizer & Merit to Woodlawn (See note 5)<br>Cemetery – 3.5 Acres<br>Legal Label Application Rate<br><br>PRICE: |  |  |  |
| I. Totals for each year:  |  |  |  |

TOTAL three Years (2020-2023) \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Mowing & Leaf equipment to be used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Acknowledge Addenda (s) \_\_\_\_\_

*Performance References of Similar Nature*

Bidder's Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Work performed and dates: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Work performed and dates: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Work performed and dates: \_\_\_\_\_

**SAMPLE**

**AGREEMENT FOR LAWN MOWING AND GROUNDS KEEPING – CEMETERY AND TOWN CENTER**

AGREEMENT between the Town of Princeton, a Massachusetts municipal corporation with a usual place of business at Town Hall, 6 Town Hall Drive, Princeton Massachusetts, acting through its Board of Selectmen (the “Owner”), and \_\_\_\_\_,  
a Massachusetts [foreign] corporation doing business at \_\_\_\_\_(the “Contractor”).

**WHEREAS:**

- A. The Owner issued an Invitation For Bids pursuant to M.G.L. c. 30B for Lawn Mowing and Grounds Keeping- Cemetery and Town Center (the “Work”); and
- B. The Contractor submitted a Bid to perform the Work, and the Owner has decided to award the contract to the Contractor;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. The Contractor shall provide the Owner the Work as delineated in the following:

**Lawn Mowing and Grounds Keeping – Cemetery and Town Center Invitation for Bids**

2. **Payment.** The Owner agrees to pay the Contractor in accordance with the Bid Form, based on services rendered.
3. **Invoices.** The Contractor shall submit monthly invoices to the Owner for payment for the Work. The Owner shall make payments within 30 days after its receipt of the invoice for Work completed in accordance with these Contract Documents.
4. **Contract Documents.** The Contract Documents include the Agreement, Invitation for Bids, Attachment A- Area and Location of Cemeteries, Town Hall, and Goodnow Memorial Library, the Bid Form, and all addenda issued prior to execution of this Agreement, and which shall constitute the Contract Documents between the Owner and the Contractor. In the event of conflicting provisions, the language of this Contract shall govern, provided that, if the conflict relates to quality of services, the higher quality specified shall be required.
5. **Contract Period.** The first year of this contract shall be the period of July,2020 to June 30, 2021. Year two (July 1, 2021 to June 30, 2022) and year three (July 1, 2022 to June 30, 2023) shall be subject to appropriation.
6. **Claims.** The Contractor shall be responsible for and pay all claims for damages resulting from failure to furnish such services as provided by the Contract Documents.
7. **Laws.** These Contract Documents are made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of these Contract Documents does not conform to said laws, such provision of the Contract Documents shall be void and the applicable provision of such laws shall be

operative. Any suit shall be filed in the Worcester County Superior Court or a District Court in Worcester County.

8. **Performance of the Work.** The Contractor shall furnish all labor, materials, and equipment to accomplish the Work in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Work.
9. **Warranties.** The Contractor guarantees that the services provided are fit for the purpose for which they are being purchased. The Contractor warrants that all Work will be performed in a good and worker-like manner and in strict conformity with the Contract Documents. The Contractor shall make good, without cost to the Owner, any defects or faults arising within 1 year after the date of the Owner's acceptance of the Work resulting from imperfect or defective services furnished by the Contractor.
10. **Multiple Years.** If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the Town.
11. **Indemnification of the Owner.** The Contractor shall indemnify, defend, and hold harmless the Owner, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, materials, equipment, goods or services rendered to the Contractor or from any claim for injury to person or damage to property, which may be made as a result of any act, omission or default on the part of the Contractor or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including reasonable attorney's fees and expenses. If any such claim is made, the Owner may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Owner against such claims, costs, and expenses.
12. **Contractor's Standard of Care.** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established providers of such services. The Contractor warrants and represents that it is familiar with the services relative to this Work.
13. **Contractor's Personnel.** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Owner.
14. **Insurance.** The Contractor herewith furnishes the Owner with a Certificate of Insurance, indicating evidence of coverage for the following:
  - a. **General Liability** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Additional Insured and Waiver of Subrogation must be indicated. General Liability shall be primary and non-contributory.
  - b. **Automobile Liability** with a minimum limit of \$1,000,000 combined single limit (CSL), including hired and non-owned autos. Additional Insured and Waiver of Subrogation must be indicated.
  - c. **Workers Compensation and Employers Liability** with minimum limits of \$500,000. Waiver of Subrogation must be indicated.
15. **Independent Contractor.** The Contractor is an independent contractor and is not an agent or employee of the Owner and is not authorized to act on behalf of the Owner. The Owner will not withhold federal, state or payroll taxes of any kind on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the Owner, and shall not be eligible for unemployment benefits upon the expiration or other termination of the term of this Contract.

16. Successors. These Contract Documents is binding upon the parties and their successors. The Contractor shall not assign or transfer any interest in these Contract Documents without the written consent of the Owner.
17. Inspection and Reports. The Owner shall have the right at any time to inspect the records of the Contractor relative to services provided to the Owner pursuant to these Contract Document. Upon request, the Contractor shall immediately furnish to the Owner any and all written reports relative to such services arising out of its operations under these Contract Documents during and/or after the termination of these Contract Documents.
18. Termination.
  - a. For Cause. The Owner shall have the right to terminate these Contract Documents:
    - (i) if the Contractor neglects or fails to perform or observe any of its obligations and a cure is not effected by the Contractor within 7 days next following its receipt of a notice of breach, non-performance, or poor performance issued by the Owner; (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for 30 days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Owner shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
  - b. For Convenience. The Owner may terminate these Contract Documents at any time for any reason upon submitting to the Contractor 30 days' prior written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to these Contract Documents unless otherwise directed in the Owner's termination notice. The Contractor shall promptly notify the Owner of costs incurred to date of termination, and the Owner shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on these Contract Documents.
  - c. Return of Property. Upon termination, the Contractor shall immediately return to the Owner, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Owner or developed by the Contractor in accordance with these Contract Documents.
19. Notice. Any and all notices or other communications required or permitted under this Contract shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service, to the parties at the address set forth below or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed three days after being deposited with the United States Postal Service or one day after being sent by private overnight or other delivery service.

Notices pursuant to these Contract Documents shall be given by certified mail addressed as follows:

- a. Owner:

Board of Selectmen  
C/O Town Administrator  
Town of Princeton



6 Town Hall Drive  
Princeton, MA 01541-1137  
Phone: 978-464-2102

b. Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

20. Severability. If any term or application of this Contract shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and enforceability of the remaining terms and conditions of the Contract Documents shall not be deemed affected.

IN WITNESS WHEREOF, the Owner and the Contractor, by authorized officers of the parties, have executed this Agreement this \_\_\_\_\_, day of \_\_\_\_\_, 2020.

[AWARDING AUTHORITY]

[CONTRACTOR]

By: \_\_\_\_\_  
Sherry Patch, Town Administrator  
As authorized by the Selectboard on \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

Approved as to Availability of Funds:

\_\_\_\_\_  
Jenny Lin, Town Accountant

Date: \_\_\_\_\_, 2018

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that he has complied with all laws of the Commonwealth relating to taxes, reporting of employees and independent contractors, and withholding and remitting of child support.

STATEMENT OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair, and made without collusion or fraud with any other person, joint venture, partnership, corporation, or other business or legal entity.

STATEMENT OF ELIGIBILITY

The undersigned further certifies, under penalty of perjury, that the undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bid of: \_\_\_\_\_

Company Name

\_\_\_ a corporation, organized and existing under the general laws of \_\_\_\_\_.

\_\_\_ a joint venture.

\_\_\_ a partnership.

\_\_\_ an individual doing business as \_\_\_\_\_

\_\_\_\_\_  
Street Address City or Town State Zip

\_\_\_\_\_  
Phone Number (s) Fax Number(s)

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print or Type Name Print or Type Title