

**REQUEST FOR PROPOSAL
SEASONAL LANDSCAPE & SITE MAINTENANCE
OAK GROVE CEMETERY**

February 5, 2019

The Charter Township of Milford (the "Township") is seeking sealed proposals for the seasonal landscape and site maintenance of Oak Grove Cemetery, located at 1055 Garden Road, Milford, Michigan 48381. Bidder (the "Contractor") shall furnish all materials, equipment and perform all the labor necessary for the completion of seasonal maintenance at the cemetery, inside *and* outside the fenced areas, according to and inclusive of the following terms:

1. Cutting and trimming around stones, markers and appurtenances will be done on a weekly, "as needed" basis during the entire season and/or as deemed necessary by management. Mowing schedule shall be tailored to be completed just before the following spring/summer holidays:

| | |
|--------------|------------------|
| Mother's Day | Memorial Day |
| Father's Day | Independence Day |
| Labor Day | |
2. Maintain all gravesites to a minimal standard including seeding and soil fill sunken areas. Contractor is responsible for continued maintenance for each improved site until grass reaches maturity.
3. Provide soil, seed and straw to fill holes and depressions and maintain grass until it's mature on a "per square foot price".
4. Empty all rubbish containers weekly, remove additional rubbish and debris, provide and install new trash can liners.
5. Remove all decorations on graves per Rules and Regulations of the cemetery, which are attached hereto and incorporated herein.
6. Remove leaves, fallen limbs and debris once in the spring and once in the fall after the majority of leaves have fallen. In spring, leaf removal from under shrubs/trees and along inside and outside of fence line.
7. Ongoing general cleanup as necessary including removal of fallen tree limbs less than 6" in diameter, fallen branches, shrub trimming and brush removal throughout.
8. Contractor to provide its own equipment, labor and supplies necessary to fulfill the above duties and responsibilities.
9. Contractor will be accountable for the expense to repair and/or restore all damage incurred to head stones and grave markers throughout the contract.

10. The term of the contract shall be for three years, beginning May 1, 2019, and ending on April 30, 2022. Payment shall be made in twelve equal installments beginning with the contract month of May and ending with December 31, 2021.
11. A Certificate of Liability Insurance in the amount of \$1,000,000.00 indicating the Charter Township of Milford as additional insured shall be provided at the time the contract is signed. All other insurance requirements are set forth in the Township's General terms and Conditions, which is attached hereto.
12. Upon award of the bid, Contractor shall execute the attached General Terms and Conditions Agreement for Seasonal Landscape Maintenance with the Township.

Sealed proposals should be clearly marked "Oak Grove Cemetery Maintenance" and must be received in the Township Office no later than Friday, February 22, 2019 at 4:00 p.m. All bids will be opened and read at that time. No faxed or emailed bids shall be accepted. Bids shall be delivered or mailed to:

Holly Brandt, CMC, Township Clerk
Charter Township of Milford
1100 Atlantic Street
Milford, Michigan 48381

Late Proposals will not be considered.

The Township reserves the right to waive all irregularities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed in the best interest of the Township.

Questions may be directed to Clerk Holly Brandt, 248 685-8731, or clerk@milfordtownship.com.

CHARTER TOWNSHIP OF MILFORD GENERAL TERMS AND CONDITIONS

1. The Contractor agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all building, zoning and/or land use permits applicable to the performance of this Contract.

2. This Contract shall commence upon approval from the Milford Township Board, and shall be substantially complete by April 1, 2022. The Contractor agrees to complete all work required as described in this Contract on an expeditious schedule designed to meet time frames set forth by the Township. In the event substantial delays in the work occur, the Township shall undertake whatever reasonable steps are necessary to mitigate the effect of such delays.

3. The Contractor agrees that this Contract does not constitute, create, give rise to or otherwise recognize an ongoing or continuing agreement or relationship, partnership or formal business organization of any kind between the Township and the Contractor. The rights and obligations of the parties shall only be those expressly set forth herein.

4. The Contractor shall have the total responsibility for all its salaries, wages, bonuses, retirement, withholdings, and workman's compensation. This requirement includes responsibility for Contractor's occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by Contractor in the performance of the Contract.

5. The Township may withhold payment to the Contractor on account of, among other things: defective work not remedied; claims filed or reasonable evidence indicating the probable filing of claims; failure of the Contractor to make payments properly to subcontractors for material or labor; a reasonable doubt that the Contract can be completed for the unpaid balance of the Contract Price; and damage to the Township or another contractor. Payment may also be withheld until the Contractor has furnished satisfactory evidence to the Township that it has paid all claims of every nature. No payment shall be considered as acceptance of the work, or any portion thereof, prior to the final completion of the work.

6. The Contractor shall designate one individual responsible for direct communication with the Township and overall management of the work. The Contractor's representative shall meet with the Township Clerk on a periodic basis for the purpose of reviewing progress and securing necessary guidance in solving problems that may arise.

7. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Township in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Township may object to as incompetent or unfit. If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply

to such subcontractor and its officers and employees in all respects as if they were employees of the Contractor. The Contractor shall not be in any manner thereby relieved from its obligation and liabilities under this Contract, and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

8. The Contractor shall comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

9. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees, contractors or consultants on the site and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's contractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the improvement of the site. Any damages or losses incurred in connection with improvement of the site, which are not insured under Contractor's insurance policies, shall be promptly addressed and remedied by the Contractor. The Township shall not be responsible for any such damages or losses.

10. The Contractor shall confine work at the site to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall remove from and about the Cemetery waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in this Contract, the Township may do so and the cost thereof shall be charged to the Contractor.

11. The Contractor recognizes that the Township shall continue to occupy and use the site and/or the surrounding area, and the Contractor shall not unreasonably interfere with such use. Any use of the site or the surrounding area prior to completion of Contractor's work shall not constitute acceptance of work not complying with the requirements of this Contract.

12. The Contractor warrants to the Township that materials and equipment furnished under this Contract will be of good quality, the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If further required by the Township, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

13. This Agreement may be terminated without cause by the Township upon ten (10) days written notice. In such case the Contractor shall be compensated by the Township for all labor and materials completed and installed prior to termination.

14. The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the Township, their agents, officers, officials and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, their employees, agents, officials and officers and for all other liabilities whatsoever, including related expenses and actual attorneys' fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of these services, or from any other acts or omissions of the Contractor, its employees, agents, contractors and consultants. The foregoing shall not be construed to be an agreement by the Contractor to indemnify the Township against liability resulting from any acts or omissions of the Township or its agents, officers, officials or employees.

15. The Contractor will be responsible for providing certificates of insurance to the Township, if such insurance is required by the Township, which establish that the Contractor, its employees, contractors and consultants have coverage for Workers' Compensation, General Liability, Motor Vehicle, Excess Liability and Professional Liability Insurance, as well as any other applicable insurance coverage. The insurance required by this section shall be written for not less than limits of liability acceptable to the Township. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of execution of this Contract and continue as such throughout the duration of the work. Certificates of insurance acceptable to the Township shall be filed with the Township prior to commencement of the work set forth by this Contract, and shall name the Township as an additional insured. Further, the certificates and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Township. Information concerning reduction of coverage on account of revised limits or paid claims, or both, shall be furnished by the Contractor to the Township with reasonable promptness.

ACCEPTED AND SUBMITTED WITH BID:

Date

Authorized Signature

Printed Name

Company Name

Phone #

**AGREEMENT FOR
SEASONAL LANDSCAPE MAINTENANCE
OAK GROVE CEMETARY
CHARTER TOWNSHIP OF MILFORD**

Charter Township of Milford
1100 Atlantic Street
Milford, Michigan 48381

Awarded: _____, 2019

THIS AGREEMENT is made the ____ of _____, 2019, by and between the Charter Township of Milford (the "Township") and _____, whose address is _____, Michigan _____ (the "Contractor").

WHEREAS, the Township, by due advertisement invited proposals for providing seasonal landscape maintenance for Oak Grove Cemetery, and the Contractor submitted a proposal which has been accepted by the Board of Trustees for the Charter Township of Milford.

NOW, THEREFORE, the CONTRACTOR, agrees that the Advertisement, the Request for Proposal, the Proposal, the General Terms and Conditions of the Township, and this Agreement comprise the Contract Documents; and the Contract Documents are as fully a part of this Agreement as if repeated herein; and the Contract Documents, taken together, constitute the entire Contract.

IN WITNESS WHEREIN, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

CONTRACTOR:

By: _____

Its: _____

WITNESS:

CHARTER TOWNSHIP OF MILFORD:

By:

Donald Green

Its:

Supervisor

By:

Holly Brandt, CMC

Its:

Clerk