## **Bidding Instructions**

Sealed bids will be opened at a regular meeting of the Monterey Township Board at the Monterey Township Community Building, 2999 30<sup>th</sup> St, Allegan MI 49010 at 7:00pm on March 3, 2025. For consideration, all bids must be received at the commencement of the meeting. Delivery options are as follows:

- 1. Bid may be hand-delivered immediately prior to the meeting.
- 2. Bid may also be delivered by mail to the Monterey Township Clerk, Megan Frank at 3126 28th St, Hopkins, MI 49328. Bid must arrive before 5:00pm on March  $3^{\rm rd}$ .

Monterey Township reserves the right to accept or reject any or all bids and to waive any formal defects or irregularities in the bids, when deemed to be in the interest of the township.

Any questions please contact the Township Supervisor at 269/793-2014 or reinarth@montereytownship.org

## **MONTEREY TOWNSHIP**

Cemetery Lawn Maintenance Contract Bid

On behalf of	(Hereafter "Company"), I pledge the
following as our contract proposal regard	ding Poplar Hill Cemetery lawn maintenance to
Monterey Township (Hereafter "the Tow	nship"):

- 1. Company and the Township with this document and any subsequent business affairs are entering into an independent contractor relationship this is NOT a contract for employment or for employment status with the Township.
- 2. Between the Months of March and November, Company will maintain the Poplar Hill Cemetery lawn and lawn at the Monterey Township hall at a grass height of 2.5 to 4.75 inches. This will include weed whacking, mowing, and any other minor debris clearance including but not limited to twig and minor tree limb pickup and litter relevant to maintaining a clear, trimmed, and aesthetically pleasing lawn at the cemetery. Work may be done at a time of the company's choosing provided it is between 8 a.m. and 8 p.m., Monday through Saturday. The company also agrees to withhold from any work immediately before a funeral, until all mourners have left.
- 3. Once per year, Company will brush hog the unplotted lot <u>to the west</u> in the back of the cemetery. The company will also remove all brush four feet to the north of the north driveway.
- 4. In the fall, after the majority of the leaves have fallen, the Company is responsible for clearing the leaves from the cemetery. Preferred method of disposal is to dump the leaves to the north and east of the North Section. If burning is to occur then the Company is required to actively monitor the burning pile with a means of extinguishing the fire if necessary. Leaf burning shall not occur within twenty (20) feet of any grave. If early snowfall prevents leaf removal then the Company will still be responsible for removing the leaves as weather permits, even if that occurs after the terms of this contract expires.
- 5. Company will be responsible for all damage caused by the company to headstones or other graveside objects. Company will also be responsible for straightening or repositioning any stones misaligned during the mowing process.
- 6. In the spring, flags provided by the township will be placed by Company at the headstones of all veterans in the Cemetery; this will be accomplished no later than fourteen (14) days before Memorial Day. In the fall, at the end of the mowing season, "Company" will remove the flags and give them to the Township. Company is also responsible for gathering any flag remnants that are found on the ground during the mowing season.
- 7. Company must dispose of the trash located in the designated trash receptacles at Poplar Hill Cemetery every week during the mowing season. Company may use the Township's dumpster at Township's waste transfer station to dispose of the Cemetery trash.

- 8. Company must fill up the water tanks at Poplar Hill Cemetery the ones intended for people to have a source of water for flowers or other vegetation at graves once per week, and then turn off the water supply at the utility building while Company or its agents are not at Poplar Hill Cemetery.
- 9. Company has and will maintain liability insurance, and will attach a copy of the DEC page or policy to this contract proposal.
- 10. If Company plans to use employees in its operations with Monterey Township, Company will comply with all state and federal regulations regarding workman's comp insurance.

  The Township will not be responsible for any of Company's obligations to its own employees under state or federal law.
- 11. The Township will be held harmless for any injuries suffered while completing this contract, either by Company or any of its employees or sub-contractors. This is a defined contract, and its terms will be all the oversight the Township has over Company.
- 12. Contractor will fulfill this contract for this yearly amount \_\_\_\_\_ which will be split into eight equal payments and distributed monthly, April through November.
  - a) Due to the importance of the Memorial Day season, it is critical that the cemetery is in prime shape per item 2 of this agreement. There will be a walkthrough that occurs fourteen (14) days prior to Memorial Day and any deficiencies will be corrected within the next five (5) days.
  - b) The November distribution will be made after the fall cleanup has been accomplished.
- 13. This document constitutes the only agreement that exists between Company and the Township, and supersedes any oral agreements made before the signing of this document.
- 14. This contract may be voided by the township if any of the required functions stated in lines 2-8 are not accomplished by the company in the opinion of the township board. This clause will not be enforced without at least one (1) written notice of dissatisfaction delivered by registered mail thirty (30) days before termination of the contract. Failure to meet the requirements stated in lines 9-11 are grounds for immediate termination of the contract.
- 15. This contract will be in effect for the 2025 year however may be extended to include the 2026 year with the written agreement of both parties.

Signature of Authorized	Date
Representative of Company	
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Monterey Township Supervisor	Date