



403 N Huron St  
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[www.cheboygan.org](http://www.cheboygan.org)

## **INVITATION TO BIDDERS**

Sealed bids to provide **Independent Contracted Services for Maintenance, Interments and Sexton Services at Pinehill Cemetery** will be received by the City of Cheboygan at the City Hall located at 403 N Huron Street, Cheboygan, Michigan 49721 (corner of Backus and Huron Streets) **until 4:00 p.m. Wednesday, March 20, 2024.**

The successful bidder may be awarded the contract at the Regular City Council Meeting to be held on **Tuesday, March 26, 2024, at 7:00 p.m.** at the City Hall.

Each prospective bidder must contact Alexandria Martin, Executive Assistant at [amartin@cheboygan.org](mailto:amartin@cheboygan.org) to receive bid documents.

Each proposal shall be submitted on a form provided by the City. Each bid shall be submitted in a sealed envelope bearing the name of the bidder and plainly endorsed, **“Independent Contracted Services for Maintenance, Interments and Sexton Services at Pinehill Cemetery.”** The City Council of the City of Cheboygan reserves the right to reject any and all bids, or any part thereof at its discretion, and to waive any irregularities in the bids, and to accept the proposal which, in the opinion of the City Council, is in the best interest of the City.

Daniel Sabolsky  
City Manager  
City of Cheboygan

CITY OF CHEBOYGAN

PROPOSAL

I/We, the undersigned agree to provide the following:

**INDEPENDENT CONTRACTED SERVICES FOR THE MAINTENANCE, INTERMENTS AND  
SEXTON SERVICES AT THE PINEHILL CEMETERY**

In accordance with the attached specifications.

I/We, agree to accept payment in full the sum of:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Telephone: \_\_\_\_\_

CITY OF CHEBOYGAN  
INDEPENDENT CONTRACTOR AGREEMENT  
FOR MAINTENANCE, INTERMENT AND  
SEXTON SERVICES AT PINEHILL CEMETERY

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Cheboygan, hereinafter called the City, and \_\_\_\_\_, hereinafter called the Independent Contractor, for the purpose of maintaining Pinehill Cemetery, hereinafter called the Grounds, and other such duties as described herein, and said parties agree to the following terms and conditions:

- 1. Weekly Routine Ground Maintenance:** The Independent Contractor's regular weekly routine maintenance work shall include the mowing and trimming of Grounds, around the headstones, monuments, markers, trees, shrubs, curbs, posts, bushes, and fences, trimming as close as possible along the aforementioned items without damaging them using hand and power tools. The grass shall not be allowed to reach more than three (3) inches in height before mowing unless weather conditions do not permit mowing. Weed spikes shall be monitored, on a weekly basis, by the City and Independent Contractor and shall be mowed when appropriate. The Independent Contractor shall pick up all trash and debris such as paper, tree limbs, sticks, dead plants, etc. before each mowing to prevent them being scattered around the Grounds in the process of mowing. The Independent Contractor shall maintain and provide all maintenance equipment and tools. Grass seed, black dirt, straw, and such non-routine supplies will be provided by the City. The City will determine whether a supply is non-routine.
  
- 2. Other Occasional Groundwork:** The Independent Contractor shall maintain all water spigots located on the Grounds, straighten or reset headstones which have been moved, level off with topsoil, and seed and straw grave sites as necessary and provide recommendations to the City regarding other groundwork or safety conditions as may be identified from time to time. The Independent Contractor shall also maintain the garage area, if utilized by the Independent Contractor, in a clean and orderly manner.

- 3. Term of Routine and Occasional Groundwork:** The Independent Contractor shall perform the work identified in paragraphs one (1) and two (2) during the period beginning April 1<sup>st</sup> of each year of the agreement and ending October 31<sup>st</sup> of each year of the agreement.
- 4. Debris and Trash Disposal:** The Independent Contractor shall place all papers, trash, dead and plastic flowers, and floral arrangements in the dumpster/trash receptacle which shall be provided by the City. All branches, limbs, leaves, grass, rocks, and like materials shall be placed in specified piles on the site as instructed by the City.
- 5. Spring Cleanup Requirements:** As soon as weather permits, winter debris such as tree limbs, paper, trash, leaves, and other like material on the Grounds shall be picked up and/or raked up and disposed of as provided in this Agreement. Spring cleanup work must be completed prior to Memorial Day Weekend of each year of this Agreement.
- 6. Fall Cleanup Requirements:** Before November 1<sup>st</sup> of each year of this Agreement, Independent Contractor shall pick up and / or rake up leaves, paper, trash, and other like debris and dispose of said materials as provided in this Agreement.
- 7. Interments and Disinterments:** Independent Contractor shall be responsible for all burials and exhumations at said grounds pursuant to City specifications. (See attached). Burials shall begin as soon as spring weather conditions allow and continue up to October 31<sup>st</sup> of each year of this Agreement. Independent Contractor shall maintain and provide all equipment and tools necessary for interments and disinterments. The City will provide Independent Contractor, as necessary, tarps, greens, crib boards plywood, topsoil, and sand fill. The City will provide an area for the disposal of excess dirt.
- 8. Sexton Services:** During the period of this Agreement, the Independent Contractor hereby agrees to provide the following additional services on an “as needed” basis as provided by City Ordinance, being Chapter 91, Cemeteries: Physically verify actual location of existing burials (as requested), reconcile burial records and maps in conjunction with sales and burials, maintain seasonal related interment storage, maintain burial records and up to date maps, locate gravesites for sales and burials, provide

information regarding inquiries for Pinehill Cemetery, and make available Cemetery rules for the public. All City records relating to burials and sales of grave sites shall be updated, pursuant to Sec. 333.2850, Act 368 of 1978 of the State of Michigan, at City Hall, on a timely basis, but no later than 30 days after burial or sale of a grave site.

- 9. Compensation:** As compensation for Independent Contractor services provided in this Agreement, the City shall pay the sum of \$ \_\_\_\_\_ for each year of this Agreement, to be paid in monthly installments during the period of April 1<sup>st</sup> through October 31<sup>st</sup>, with any balance due being paid November 1<sup>st</sup>. Independent Contractor shall be responsible for all local, state, and federal taxes.
- 10. Insurance:** Independent Contractor shall be responsible for Worker's Compensation Insurance and Liability Insurance in an amount not less than \$1,000,000. Independent Contractor shall provide the City with proof of said insurances by providing current Certificates of Worker's Compensation Insurance and Liability Insurance. Independent Contractor shall instruct the insurance provider that the City is entitled to notification of any termination of insurance regardless of the reason for termination.
- 11. Period of Agreement:** This Agreement shall remain in effect until the 31<sup>st</sup> day of March 2027.
- 12. Termination of Agreement:** The Agreement may be terminated by either party upon 90 days written notice of termination to the other party. Compensation to the Independent Contractor shall be determined pro rata based upon the effective date of the termination in the calendar year that termination occurs.
- 13. Modifications:** This Agreement may not be modified or amended except in writing, signed by both parties, and expressly stating that it is intended to modify or amend this Agreement. The parties expressly agree that this contract contains all understandings, agreements, representations, and obligations of the parties. That there are no pre-contract representations upon which either party relies which are embodied in the Agreement.
- 14. Indemnification and Hold Harmless:** Independent Contractor shall indemnify, protect, and hold the City harmless from and against all liability,

claims, demands, losses, damages, costs, or expenses (including attorney fees and expenses of litigation) related in any way to the performance of this Agreement.

**15. Employment Status:** The Independent Contractor agrees and understands that he/she/it is not an employee of this City for any purpose within the meaning of any local ordinances, State or Federal law, and therefore, has no claim to any right, privilege or benefit asserted with any employee status.

**16. Annual Review:** An annual review of performance under this Agreement may be conducted by the City Manager in November of each year of this Agreement.

**City of Cheboygan**

**By:** \_\_\_\_\_  
**Daniel Sabolsky, City Manager**

**Independent Contractor**

**By:** \_\_\_\_\_

**Subscribed and sworn before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Notary Public**  
**Cheboygan County, Michigan**  
**My Comm. Expires \_\_\_\_\_**

**City of Cheboygan**  
**Burial/Exhumation Specifications**

All burials / exhumations at Pinehill Cemetery will be completed in a timely manner to allow closure for grieving family and friends.

When excavating a grave site, it shall be done in such a manner as to minimize disturbing adjacent grave sites and monuments.

When filling a grave site, the site shall be filled to within 4-6” of ground level with sand, the remaining 4-6” shall be filled with original sod and / or black topsoil then seeded, and straw applied as needed. The City shall provide sand, topsoil, seed, and straw. The grave site will be monitored for growth of grass and be re-seeded and watered as needed.

The City shall provide a place to haul clay and other spoils from excavated grave sites.

Adjacent grave sites that have been disturbed during a burial / exhumation shall be fully restored including, but not limited to; filling any ruts with top soil and seeding, re-setting of monuments, and replacing shepherd hooks, baskets and containers and repairing all damages to any monuments which have been damaged as a result of the Independent Contractor performing its obligations under this Agreement, without recourse against the City for such damages.