

**Invitation to Bid
City of Elkton, Kentucky
Cemetery Maintenance Contract**

The City of Elkton is accepting sealed bids on a contract for Cemetery Maintenance of the Elkton Cemetery, Glenwood Cemetery and the Elkton-Glenwood Addition.

Specifications are available at www.elktonky.com or at Elkton City Hall between 8:00 AM and 4:00 PM Monday through Friday. Sealed bids must be clearly marked "Cemetery Maintenance Bid" and submitted to City Clerk, City of Elkton, PO Box 578, Elkton, Kentucky, 42220, or delivered to Elkton City Hall, 71 Public Square, Elkton, Kentucky, by **3:00 p.m. Thursday, March 18, 2021**. Bids will be opened at this time and then reported to and considered by the Elkton City Council at a future meeting.

The City of Elkton reserves the right to accept any bid, to reject any or all bids, and to waive any technicality or informality in bidding or bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of the city. An Equal Opportunity Employer.

BID SPECIFICATIONS CEMETERY MAINTENANCE

1. Furnish all equipment and manpower and maintain equipment.
2. Keep grass in all cemeteries (Elkton, Glenwood and Elkton-Glenwood Addition) at not more than 4" in height, including outside of fences and along roadways. Mow reserved portion of Elkton-Glenwood Addition as necessary, not less than once per month during the growing season.
3. All trimmings shall be removed from all stones after each mowing.
4. Trim around all monuments, stones, urns, and other objects in cemeteries, including flowerbeds, shrubs, trees and fences. All trees, flowerbeds, and shrubs should be protected from the mower and weed eater.
5. All fencerows bordering the cemeteries shall be kept clear of all debris, undergrowth, and overhanging limbs. All trees, flowerbeds, and shrubs will be protected from the mower and weed eater.
6. Remove leaves, limbs and other trash and debris from all cemeteries on a WEEKLY basis all year. This is to be done by walking through the cemetery. The limbs and debris shall be hauled away on a weekly basis and not piled.
7. Remove all dead floral arrangements, faded artificial arrangements, trash or other debris from cemeteries by the end of the month during the contract year.
8. The cemetery storage building will be kept clean and orderly and the door will be kept properly closed at all times.
9. Report to city hall any grave that needs to be leveled and seeded on a weekly basis.
10. Keep roadways in cemeteries clean and free of debris. There may also be times when snow, ice or other debris will need to be removed on short notice due to funerals.
11. Report to city hall all fallen stones and corner markers that need to reset on a weekly basis.
12. If stones have been struck by mowing equipment, you need to put the stone back to the proper position.
13. Keep all metal section markers in Elkton-Glenwood Addition free of weeds so that they are always visible.
14. Contractor must have proper liability insurance with minimum of \$2,000,000 general liability coverage, \$1,000,000 per occurrence, and worker's compensation insurance for any employees hired by contractor. Contractor will be required to provide certificate of insurance with city named as additional insured before contract begins.

15. The Contractor will place flags (provided by the city) at all metal section markers in Elkton-Glenwood Addition prior to winter weather and will be removed by Contractor when the threat of snow is over to locate graves when needed.
16. Contractor must maintain a valid city occupational license and remain current on submitting occupational license tax returns withheld from employees. If contractor utilizes subcontractors or contract labor to assist in fulfilling this contract, a list of all subcontractors shall be submitted to the city. Each subcontractor must also maintain proper liability and workers compensation insurance as required and have a current occupational license and remain current on submitting occupational license tax returns withheld from employees.
17. Please note: Contract period will begin April 15, 2021 and go through April 14, 2022. This contract may be extended by one year at the same cost, pending agreement by all parties and the city council.
18. **Contractor shall submit** only the attached **Bid Form** indicating the total price during the contract period and the attached **Statement of Experience**.
19. All bids will be reviewed by the city, which may choose to conduct interviews with contractors submitting bids. Bids will then be reported to and considered by the city council at a future city council meeting.
20. Contractor must sign a written Contract with the city setting forth these terms. The contract will enable funds to be deducted when task/s are not completed or until they are completed.
21. Payments will be made to the contractor on a biweekly basis beginning April 29, 2021.

NOTE: Sealed bids should be clearly marked “**Cemetery Maintenance Bid**” and submitted to City Clerk, City of Elkton, PO Box 578, Elkton, Kentucky, 42220, or delivered to Elkton City Hall, 71 Public Square, Elkton, Kentucky, by **3:00 p.m. Thursday, March 18, 2021**. Bids will be reviewed by Staff and reported to and considered by the City Council at a future city council meeting. The City of Elkton reserves the right to accept any bid, to reject any or all bids, and to waive any technicality or informality in bidding or bids received, where such acceptance, rejection, or waiver is in the best interest of the city. The City of Elkton is an Equal Opportunity Employer.

BID FORM

In compliance with the **Invitation to Bid** and **Bid Specification**, BIDDER hereby proposes to perform and complete all work for **Cemetery Maintenance** in strict accordance with the **Invitation to Bid** and **Bid Specifications** for the lump sum bid price stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with the CITY, or any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract as stated in the Bid Specification and after entering into a Contract with the City.

BIDDER acknowledges that he has read and understood all specifications, instructions and requirements regarding the submission of a bid, and is familiar with the requirements and conditions.

BIDDER further affirms that he is experienced in the type of work proposed and competent to perform the work involved as described in the BID SPECIFICATIONS.

Bids are to include permits, licenses and all other applicable taxes and fees.

Submit this "BID FORM" along with "STATEMENT OF EXPERIENCE" in sealed envelope labeled as described in Invitation to Bid and Bid Specifications.

LUMP SUM BID PRICE \$ _____

Submitted by:

Signature

Company

Printed or Typed Name

Address

Title

City, State, Zip Code

Date Signed

Phone No.

Fax No.

STATEMENT OF EXPERIENCE

The following list represents the most recent clients for whom similar work has been performed by the BIDDER. The persons listed may be contacted as references. Provide as many references as possible.

1. Company Name _____
Contact Person _____
Phone Number _____
Project Description _____

Project Value _____

2. Company Name _____
Contact Person _____
Phone Number _____
Project Description _____

Project Value _____

3. Company Name _____
Contact Person _____
Phone Number _____
Project Description _____

Project Value _____

Please list equipment that would be used for this contract: _____

Number of personnel that would be used for this contract: _____

Bidder Name (Please Print)

CONTRACT FOR CEMETERY MAINTENANCE (SAMPLE)

THIS MEMORANDUM AGREEMENT AND CONTRACT FOR CEMETERY MAINTENANCE, made and entered into this _____ day of _____, 2021, by and between THE CITY OF ELKTON, KENTUCKY, by and through its authorized officers and officials, hereinafter referred to as "the City"; and _____, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City of Elkton, a home rule class city of the Commonwealth of Kentucky, operates cemeteries, Glenwood, Elkton, and Elkton-Glenwood Addition, and Contractor is the owner of certain equipment, skill, possessing manpower and able to carry out the operation of maintenance on the aforesaid cemeteries; and

WHEREAS the parties hereto desire to enter into an agreement for the maintenance of the aforesaid cemeteries, using the equipment and manpower of Contractor, and maintaining an independent contractor relationship in the execution and performance of this agreement; and

NOW, THEREFORE, the parties hereto have agreed as follows:

1. The City hereby awards to Contractor a contract to maintain the Glenwood, Elkton and Elkton-Glenwood Addition Cemeteries, commencing the 15th day of April, 2021 and running through the 14th day of April, 2022 upon the following terms and conditions:

(a) The City shall pay Contractor the total sum of \$ _____ per year for services to be performed by Contractor as submitted in the Bid Form, attached hereto and incorporated herein by reference as Exhibit "B." The total sum shall be paid in twenty-five equal payments of \$ _____ every two weeks and one final payment of \$ _____. **Funds maybe held for failure to complete contract specifications.**

(b) Contractor shall furnish and maintain at his own cost all equipment, as well as all manpower necessary for the adequate maintenance of all cemeteries.

(c) Maintenance of the cemeteries shall be performed as stated in the Bid Specifications, attached hereto and incorporated herein by reference as Exhibit "A."

2. It is further agreed by and between the parties that Contractor shall not incur any expenses against the City for equipment, supplies, labor, or any other costs in carrying out this contract, and shall hold the City harmless, as well as indemnify the City for any claim of mechanic lien that may be incurred for materials, supplies or labor purchased by Contractor, or on Contractor's behalf.

3. Contractor further agrees to be fully responsible for any and all property damage or personal injury incurred by the acts of Contractor, his agents, servants or employees, and to hold the City harmless, as well as indemnify the City for any allegation of claim, direct or indirect, for personal injury or property damage as may be brought against the City by reason of any act of the Contractor, his agents, servants or employees, in carrying out the duties required of Contractor as set forth herein. Contractor shall maintain sufficient and adequate liability insurance with a minimum of \$2,000,000 general liability coverage as required by the City.

4. Contractor shall be responsible for all damage, including wear and tear to Contractor's equipment and City shall have no responsibility for repairs or replacement thereof. Contractor shall further be solely responsible for the direction and management of all employees, agents or servants of the Contractor, to include, but not limited to, the hiring, firing, training, supervising, directing, setting wages, hours, performance standards, attendance requirements and working conditions, as well as paying and adjusting any grievances of employee, agent or servant of the Contractor. The City agrees not to request the contractor to discontinue use of any employee while under the employment of the Contractor, except for substantial violation or breach of applicable laws or governmental rules or regulations, or for breach of the duties required of Contractor herein.

5. Contractor specifically acknowledges that he is an independent Contractor under this contract and shall not be deemed in any manner the agent, servant or employee of the City, and

Contractor shall be fully responsible for all wages and expenses of his employees, agents and servants, including, but not limited to, Social Security, unemployment or other payroll taxes, and upon request by City, shall furnish proof as to the proper withholding and payment to the governmental offices in charge, as well as proof of filing, reporting and paying of all federal, state, and other income and unemployment tax as may be legally due. Contractor shall further be responsible for any and all other governmental taxes or charges which he may incur in order to carry out his responsibilities assumed under this contract.

6. Contractor shall maintain workers' compensation, as well as employer's liability insurance in the minimum applicable limits for the state of Kentucky, covering injury or death to any employee, agent or servant whom the Contractor employs or utilizes in the performance of his duties herein. Said policy of workers' compensation shall not be cancelled, altered or amended during the term of this contract without thirty (30) days prior written notice to City. Proof of such coverage shall be available upon request by the City for inspection at any and all times. Contractor recognizes as an independent contractor, Contractor is personally not covered by any workers' compensation insurance of the City and further acknowledges that the City has no liability whatsoever under the workers' compensation laws of the Commonwealth of Kentucky to Contractor individually, nor to any employee, agent or servant of Contractor during the performance of this contract.

7. Without limiting the foregoing or any other provision of this agreement, Contractor agrees, at the request of the City to defend at the Contractor's expenses, any suit or proceeding brought involving the City as a party under such law, or by reason of any allegation of employment relationship of any kind between the City and Contractor, or any of Contractor's employees, agents or servants.

8. The bid specifications upon which Contractor has placed a bid for performing the services set out herein and upon which this award is made, are attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth and made a part of this contract to which Contractor agrees to comply in the entirety. Such specifications only set forth in part, as agreed to by and between the parties hereto, the requirements of Contractor, and do not

necessarily set forth in full all requirements expected of him. The City shall evaluate the services of Contractor from time to time throughout the period of this contract and may terminate this contract upon five (5) days' notice to Contractor in the event Contractor has not faithfully performed the duties required of him hereunder and as contemplated by the specifications and the general intent of this contract. Upon cancellation, Contractor shall not be entitled to damages of any nature or any further compensation as contemplated herein.

9. It is further agreed herein that this contract may be, at the City's discretion, terminated for cause upon the conviction of any of Contractor's principal officers to (a) a felony, (b) a crime involving moral turpitude, or (c) a criminal act which adversely affects the business or reputation of Contractor.

10. It is further agreed herein that this contract may be renewed for one additional year at the termination of the original term hereof unless either party shall, within thirty days of the anniversary date or termination date, notifies the other in writing of non-renewal of the contract. If renewed, the contract shall be upon the same general terms and conditions as set forth herein, including all obligations, responsibilities and compensation.

11. This agreement constitutes the entire and only agreement, and represents the understandings between the parties hereto, and shall be modified, altered, or changed only by means of written modification signed by both parties. A waiver of any part of this agreement from time to time by either party shall not be deemed a waiver for any other or future act, event, or omission.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF ELKTON

By: Arthur Green, Mayor

ATTEST:

Laura M. Brock, City Clerk

Subscribed and sworn to before me by Arthur Green and Laura M. Brock, Mayor and City Clerk respectively, this _____ day of _____, 2021.

My commission expires _____

Notary Public

CONTRACTOR

BY: _____
Authorized agent of Contractor

Subscribed and sworn to before me by _____ this _____ day of _____, 2021.

My commission expires _____

Notary Public