INVITATION FOR BIDS

FOR

CONTRACT GRAVE DIGGING SERVICES

CITY OF KEWAUNEE
401 FIFTH STREET
KEWAUNEE, WISCONSIN 54216

OCTOBER 2016
INVITATION FOR BIDS
CITY OF KEWAUNEE
CONTRACT FOR CEMETERY GRAVE DIGGING SERVICES

Sealed bids will be received by the City of Kewaunee for Contract Grave Digging Services on October 26, 2016 at 4:30 p.m. at Municipal Building, 401 Fifth Street, Kewaunee, Wisconsin 54216. The bids will be publicly opened and read aloud on Thursday, October 27, 2016 at 9:15 a.m.

Bids shall be submitted in accordance with the documents prepared by the City of Kewaunee. Bid documents and instructions are on file and available from the Kewaunee City Administrator at the address indicated above.

Bids are for contracted grave digging services for the City of Kewaunee Cemetery for a forty-one month period (December 1, 2016 – April 30, 2020).

The City of Kewaunee reserves the right to reject any or all bids and to waive irregularities in any bid.

Dated: October 11, 2016

Jamie Jackson
Clerk/Treasurer
INSTRUCTIONS TO BIDDERS

1. Bids shall be prepared on the form provided with these instructions and submitted as specified. **BIDDERS MUST SIGN THE BID FORM AND HAVE IT NOTORIZED.**

2. Bids may be rejected for the following reasons: alterations of the form, additions to the form, alternates not specified, incomplete bids, erasures, unbalanced prices, and irregularities of any kind.

3. Bid form shall be submitted in a sealed envelope and the outside of the envelope shall be marked as follows:

   BID
   Kewaunee Contract Cemetery Grave Digging Services
   City of Kewaunee, Wisconsin
   Bidder’s Name and Address

4. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in another envelope addressed as specified.

5. Before submitting a bid, each Bidder shall examine the site. He shall familiarize himself with the site conditions and with the contract specifications. He shall investigate such local conditions as rules and regulations, availability and cost of labor, etc. which may affect the performance of the contract. No allowances will be made for his failure to do so. No considerations will be given at a later time for alleged misunderstanding as to requirements of work, materials to be furnished, or conditions required by nature of the site.

6. Bidder must have a successful record of experience in the type of work specified. **A list of equipment and references are to be attached and included with the bid form.**

7. Bidder may withdraw his bid at any time prior to the time specified as the closing time for the receipt of bids. However, no prospective bidder shall withdraw or cancel a bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of bids, nor shall the successful bidder withdraw or cancel his bid after having been notified that the bid has been accepted by the City.
8. Award of a contract for grave digging services to the successful bidder must be approved by the Kewaunee City Council and no rights or obligations shall commence under that award until such approval is secured and a contract has been duly executed by all parties.

9. Bidder shall, if awarded a contract, deliver an executed contract within 10 days of the date of the Notice of Award, including required Certificates of Insurance as specified in contract.

10. A sample contract is attached to these instructions as part of the bid documents. The conditions contained in the sample contract are included as conditions under which bids are being invited and are also conditions of performance which must be met by the accepted bidder.

11. A contract will be awarded on the basis of lowest responsible, responsive total bid amount.

12. The Kewaunee City Council reserves the right to reject any or all bids and to waive irregularities in any bid.
BID FORM

PROJECT: CONTRACT FOR GRAVE DIGGING SERVICES
City of Kewaunee, Wisconsin

BID DEADLINE: October 26, 2016
4:30 p.m. Local Time

TO: City of Kewaunee,

The undersigned, as Bidder, acknowledges receipt of the Contract Documents - Invitation to Bid, Instructions to Bidders, Bid Form, and Sample Contract - prepared by the City of Kewaunee.

Furthermore, the Bidder hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person herein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work (both in the Instructions to Bidders and Sample Contract) and has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if his bid is accepted to contract with the City of Kewaunee, in the form of contract specified, to furnish all equipment, implements, tools, materials, transportation, labor and supervision necessary for the performance and completion of work for the total cost of:

CONTRACT CEMETERY GRAVE DIGGING SERVICES:

<table>
<thead>
<tr>
<th>JOB TYPE</th>
<th>AMOUNT (cost per burial)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cremation: 20&quot; long x 20&quot; wide x 20&quot; deep</td>
<td>$</td>
</tr>
<tr>
<td>Full burial: 96&quot; long x 38&quot; wide x 60&quot; deep</td>
<td>$</td>
</tr>
</tbody>
</table>
It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days after the bid deadline.

**A list of equipment and references are attached and included with this bid form.**

The undersigned acknowledges receipt of addenda _____ to ______ inclusive.

The undersigned hereby certifies that the bidder is organized as indicated below and that all statements herein are made on behalf of such bidder.

**Business Name**

________________________________________

**Business Address**

________________________________________

**Telephone Number**

________________________________________

**Fax Number**

________________________________________

(Check applicable paragraph 1, 2, or 3)

1. **Corporation.** Bidder is a corporation organized under the laws of the state of ________________________. Its corporate president is __________________ and its corporate secretary is __________________. The ________________ is authorized to submit bids and sign contracts for the bidder by action of the board of directors.

2. **Partnership.** Bidder is a partnership consisting of partners __________________ and ____________________.

3. **Sole Trader.** Bidder is an individual doing business as __________________________

________________________________________.
SWORN STATEMENT

I, being duly sworn, hereby certify that I have examined and carefully prepared this bid from the Contract Documents and have checked the same in detail before submitting this bid; that I have full authority to make such statements and submit this bid on behalf of the above bidder; and that said statements are true and correct.

Signature ________________________________

Name & Title ________________________________
(Seal, if bid is by a corporation)

Subscribed and sworn to before me this ____ day of ____________________, 2016.

______________________________
Notary Public
My Commission expires ____________________
CONTRACT FOR CEMETERY GRAVE DIGGING SERVICES

This contract is made by and between the City of Kewaunee, a municipal corporation, with its City Hall located at 401 Fifth Street, Kewaunee, Wisconsin 54216, hereinafter referred to as CITY; and ___________________________, d/b/a ______________________, whose address is ______________________, WI ______, hereinafter referred to as INDEPENDENT CONTRACTOR.

WHEREAS, the City owns and operates a public cemetery and is in need of services normally provided by a cemetery caretaker (includes grave digging services); and,

WHEREAS, the Independent Contractor has a successful record of experience in performing cemetery caretaker services; and,

WHEREAS, the City and the Independent Contractor both intend the cemetery caretaker services to be performed by an independent contractor and neither party intends this contract to create an employer-employee relationship; and,

WHEREAS, both parties agree that it is in their mutual interests to reduce their contract to writing;

NOW THEREFORE, IN CONSIDERATION of the mutual promises herein contained, the parties agree as follows:

1. The term of this Contract shall be for forty-one (41) months beginning on December 1, 2016 and ending on April 30, 2020, unless sooner terminated as provided herein.

2. The Independent Contractor agrees to provide the following services for the entire area (unless otherwise specified herein) known as the Kewaunee Public Cemetery (see attached map) of each year of the contract:

   Opening and Closing of Graves: The Independent Contractor shall provide the City with services required to properly excavate and backfill graves at the Cemetery.

These services shall include, but not be limited to, the following:

   A. Grave Opening: The Independent Contractor shall, upon receipt of a work order provided by the City, schedule the excavation of the requested grave. The work order shall advise the Independent Contractor of the schedule for the interment service, location of the property, the type of grave to be excavated and any special requirements. If requested, the City shall assist the Independent
Contractor in locating the burial lot.

**Grave Specifications:**

All graves shall be fully opened and prepared for use no less than two (2) hours or more than three (3) prior to the scheduled interment service.

Graves shall be excavated to the following minimum dimensions:

1. **Adult Single Depth Grave:**
   a. With a Vault – Eight (8) feet long by thirty-eight (38) inches wide by five (5) feet deep

2. **Cremains Grave:** Twenty (20) inches long by twenty (20) foot wide by twenty (20) inches deep.

All excavated material shall be placed in a trailer or wagon of sufficient capacity to minimize spillage and temporally removed from the gravesite. Any material dropped from the excavator bucket or spilled from the trailer or wagon shall be promptly removed and the material and all hand tools shall be removed from the gravesite and temporarily stored at a distant location to avoid interference with the interment service.

Any open grave, unattended for any length of time, must be properly marked, barricaded or covered in a manner satisfactory to the City Administrator (or designed representative).

Under no circumstances shall men and or/equipment remain at the gravesite while the bereaved are in attendance unless so authorized by the representative of the funeral home in attendance.

**B. Grave Closure:** all graves shall be backfilled and compacted as soon as possible following conclusion of the interment service. However, closure may not begin until the last of the bereaved has departed the cemetery and the contractor has set aside any flowers or other items left by the bereaved at the gravesite and appropriately protected them from damage of any kind until the grave has been properly backfilled and seeded. Furthermore, closure must be completed within one (1) hour following completion of the service unless a variance has been authorized by the representative of the funeral home in attendance.

The Independent Contractor shall compact the backfill in stages to minimize the possibility of future grave settlement. Compaction substantially decreases the subsequent movement of the backfill and infiltration of water. The following procedure shall be used whether or not the coffin is placed in a burial vault prior to interment:
1. The backfill shall be placed and compacted in at least four (4) layers from which all stones, rocks, or other materials larger than one (1) inch in largest dimension have been removed. The bottom 3 layers may be constructed using excavated material, if otherwise suitable. The top layer shall be approximately four (4) inches thick and constructed of topsoil suitable for the development of turf.

2. A four (4) inch layer of topsoil shall be placed on top of the third backfill layer and prepared with the addition of any fertilizers or necessary soil amendments as a bed for the establishment of turf. The Independent Contractor shall seed the prepared bed with a seed mixture suitable for the establishment of turf compatible with the surrounding turf. Consideration shall also be given to the time of year, necessary adjustment of irrigation sprinkler(s) and other factors necessary to assure seed generation and growth.

3. All flowers or other items left at the gravesite shall be returned to a position comparable to their original position following completion of grave backfill and turf establishment. Closure will not be considered complete until the flowers or other items left by the bereaved have been restored to their approximate original location. Flowers or other items left at the gravesite shall not be removed by the Independent Contractor for a minimum of seven (7) days following the date of interment. Furthermore, flowers maintained in vases or temporary nameplates or decorations elevated above the ground shall not be removed for a period of forty-five (45) days following interment or placement of a permanent monument, whichever occurs first.

C. Meet with the City's Public Property & Safety Committee as requested to discuss any cemetery issues.

D. Enforce the Cemetery Rules and Regulations adopted by the City.

E. Perform other miscellaneous general maintenance to the Kewaunee Public Cemetery as is necessary to maintain the cemetery in a condition acceptable to the City at the City's sole discretion.

F. Provide all necessary equipment, supplies, and personnel (unless otherwise specified herein) to complete all "services" as specified herein. Hire, supervise, direct, and provide all compensation and benefits for all personnel, agents, or subcontractors employed by the Independent Contractor to perform the services herein described.

G. Subcontractors may not be used unless prior written approval from the City of Kewaunee is received.

H. Provide insurance coverage as follows: (1) Public Liability Insurance, with
the City as a named insured, in the following named amounts: $1,000,000 for any one person; $1,000,000 for any one accident; and $1,000,000 for property damage resulting from the Independent Contractor's performance of this contract. (2) Workers Compensation Insurance as required by Wisconsin State law. A certificate of insurance showing coverage shall be provided annually to the City.

I. Indemnify and save harmless City against all loss and damage, including reasonable attorneys' fees, for any damage to any person or property, arising from any act by, or negligence of, Independent Contractor, or his employees, agents, or subcontractors or the officers, agents, or employees of either, while engaged in the performance of this contract, or while on or about the premises which is the subject of this contract.

J. Obtain a Federal Employer Tax Identification Number and obtain and maintain all licenses required for performance of the services herein described.

3. The City agrees to:

A. Provide general maintenance for all interior roads, including graveling, snow plowing, and grading thereof.

B. Provide garbage collection.

C. Maintain existing irrigation systems and existing structures.

D. Maintain existing public utilities.

E. Provide all top soil for filling low areas and/or sunken graves.

F. Cut down and remove dead and/or dangerous trees and stumps that it deems are in need of removal.

G. Pay to Independent Contractor for each grave dug on a monthly basis. Individual Contractor must submit invoice to City Clerk for payment.

4. The parties agree that the Independent Contractor shall not be an employee of the City nor shall any of the Independent Contractor's employees or agents.

5. The City shall not be responsible for deduction or withholding or payment of Federal or State income tax or social security for the Independent Contractor.

6. The City will not be responsible for unemployment compensation for the Independent Contractor or any of the Independent Contractor's employees or agents.
7. It is understood that the terms of this contract do not limit the Independent Contractor's rights to perform similar services for any other person or entity.

8. It is further understood that the Independent Contractor may pursue any other venture without regard to the terms of this contract and further that the City shall not limit or set the hours (unless otherwise specified herein) that the Independent Contractor can perform the services herein described.

9. The City shall provide periodic inspection of the Kewaunee Public Cemetery and provide feedback, verbal and/or written, of such inspections to the Independent Contractor. If any such inspection reveals a breach of contract or unsatisfactory performance of the contract the City will notify Independent Contractor in writing and Independent Contractor will have thirty (30) days to remedy the breach or the City, at its discretion, can void the contract and/or take other necessary legal action.

10. The parties agree that all of the terms and conditions of their contract have been reduced to writing and are contained herein, and in the Instructions to Bidders and Bid Form, and no modification or revision of the terms of this contract will be effective unless in writing and signed by each party.

11. Neither party to this contract may assign or otherwise transfer their rights to this contract without the prior written approval of the other party.

12. This contract is effective on December 1, 2016, even though it may not be signed by each party until a later date.

Dated at Kewaunee, Wisconsin this ___, day of ______________ 2016.

INDEPENDENT CONTRACTOR

______________________ (Seal)

CITY OF KEWAUNEE

By: ______________________
Sandi Christman
Mayor

By: ______________________
[NAME]
City Administrator
STATE OF WISCONSIN )
COUNTY OF KEWAUNEE ) SS.

Personally came before me this ___ day of ______________, 2016, Sandi Christman, Mayor, and [NAME], City Administrator, of the above named City of Kewaunee, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Administrator of said City of Kewaunee, and acknowledged that they executed the foregoing instrument as such officers as the act of said City of Kewaunee, by its authority.

__________________________________
__________________________________
Notary Public, Wisconsin
My commission expires _________

STATE OF WISCONSIN )
COUNTY OF KEWAUNEE ) SS.

Personally came before me this ____ day of ______________, 2016, the above named ____________, d/b/a _______________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

__________________________________
__________________________________
Notary Public, Wisconsin
My commission expires _________