

OAKLEY TOWNSHIP CEMETERY MAINTENANCE CONTRACT

This CONTRACT, made and entered into \_\_\_\_\_, 20\_\_\_\_\_,  
(Month & Day) (Year)

Between the Cemetery Trustees of the Town of Oakley, a unit of local government, Macon County, Illinois  
("Trustees") and

\_\_\_\_\_  
(Contractor)

Whose address is: \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
(Address) (Phone Number)

a(n) individual, partnership, corporation ("**contractor**")

WITNESSETH:

That for and in consideration of the payments and contract herein to be made and performed by the parties hereto, the contractor agrees with the Trustees, at the cost and the expense of the contractor, to do all of the work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter, described and in full compliance with all of this contract.

1. **Contract Documents:**

**The Notice to all Bidders:** Contractors Bid Proposals, Insurance Certificates, and this contract are all essential portions of this contract and are made a part hereof. ("**Contract Documents**")

2. **Township Cemeteries:**

The Trustees operate and maintain five cemeteries within Oakley Township, Macon County, Illinois. The five cemeteries are known as follows: (1) **Wheeler**, (2) **Ritchie**, (3) **Cross**, (4) **Peck**, (5) **West Frantz**. ("**Township Cemeteries**")

3. **Work To Be Performed:**

During the term of this Contract, the contractor shall spend so much of its time as shall be necessary to perform the following duties in each of the Township Cemeteries:

Mow and trim grass with a power mower, weed eater, and/or riding mower. Mowing shall extend to all fence lines, trimming shall include UNDER all fences, and AROUND all grave monuments, stones, and curbs; GRASS SHALL NOT EXCEED FOUR INCHES IN HEIGHT AND NOT CUT BELOW TWO INCHES in such cemeteries; mowing is to be done on Wednesday, Thursday, or Friday, and ALL 5 cemeteries are to be mowed on the same day. All debris located on the grounds, including but not limited to: limbs, sticks, paper, and plastic, shall be picked up BEFORE mowing and disposed of, off the premises of such cemeteries. Trim shrubs, bushes, and trees when requested to do so by Trustees. Remove all flowers not naturally growing and grave decorations after the time limit for such items has expired in accordance with the General Rules and Regulations of Oakley Township Cemetery Trustees. (As revised January 2015). All work described herein shall be performed in a workmanlike manner.

4. **Term:**

The term of this Contract shall commence on April 1<sup>st</sup>, 20\_\_\_\_ and terminate on March 31, 20\_\_\_\_.  
(Year) (Year)

This Contract may be extended from time to time hereafter, but only if such extension is agreed to by both parties in writing and which writing shall contain a statement of any changes or additions in the terms of the Contract, as well as the period of time for such extension.

**5. Compensation:**

For the services performed hereunder, the contractor shall be paid the amount of \$\_\_\_\_\_, per year, in 12 monthly installments, with each installment due on the 3<sup>rd</sup> Tuesday of each month, beginning in May 20\_\_\_\_ and the 3<sup>rd</sup> Tuesday of each month thereafter until paid in full.

**6. Equipment, Materials, Etc.:**

All equipment, materials, supplies, and labor necessary to be used by the Contractor in performance of the work to be done as described in this Contract shall be furnished and paid for solely by the Contractor. The Contractor agrees to prosecute the work in connection with the performance of the terms of this Contract in such a manner and with sufficient materials, equipment, and labor, as will insure its proper, adequate, and timely performance.

**7. Insurance and Indemnity:**

**(A) General Liability:** The Contractor shall obtain at its expense and keep in force during the term of this Contract or any renewal or extension thereof, comprehensive general liability and property damage insurance in an amount of not less than \$300,000.00 limit for bodily injury and death to any one person, \$1,000,000.00 for bodily injury and death for any one occurrence, and \$100,000.00 limit for property damage. The comprehensive general liability policy shall include coverage for premises, a blanket contractual liability coverage which includes indemnification Contract contained hereafter and products and completed operations coverages. The policy issued for the aforescribed coverages shall name the Trustees and The Town of Oakley, a unity of local government, Macon County, Illinois, as additional insured.

**(B) Workers Compensation:** The Contractor shall further obtain at its expense, insurance required by the Workers Compensation Act of the State of Illinois and Employers Liability Insurance covering employees of the Contractor, if any. Any person, firm, or corporation which is authorized, permitted, or allowed by the Contractor to perform work in, on, or about the Township Cemeteries shall be required by the Contractor to have such insurance coverage under the Workers Compensation Act of the State of Illinois.

**(C) Certificate:** Simultaneous with the execution of this Contract, the Contractor shall file with the Trustees a Certificate of Insurance, in a form acceptable to the Trustees, signed by an authorized agent of the company writing the Insurance described in the Contract, showing the complete coverage of all insurance required by this Contract. Further, such certificate shall certify that the policies shall not be modified, cancelled, or terminated until the Trustees shall have had Thirty (30) consecutive calendar days prior written notice of such cancellation; and that the Trustees and The Town of Oakley are named as additional insureds on the comprehensive general liability and property damage insurance described above. The Trustees reserve the right at any time to require a copy of the entire policy or policies.

**(D) Indemnity:** To the extent provided by law, the Contractor shall indemnify and hold harmless the Trustees, The Town of Oakley, and their respective board members, officers, employees, or agents in both individual and official capacities, from all claims for bodily injury, death, or property damage arising out of the conduct, management, or use of, or any work or thing whatsoever done in or about the Township Cemeteries, structures, or equipment used therein, thereabout, or arising out of the condition of any portion of the Township Cemeteries or arising out of any action or negligence of the Contractor accident, injury, or damage whatsoever in or about the Township Cemeteries, however caused, and from all cost, demand, damages, suits, losses, attorney fees, and liabilities incurred in or about any such claim for bodily injury, death, or property damage or any action or proceeding brought thereon.

**8. Relationship Between Parties:**

**(A)** The Contractor is retained by the Trustees only for the purpose and to the extent set forth in this Contract, and the relationship of the Contractor to the Trustees and The Town of Oakley during the term

of this Contract shall be that of an independent contractor and Contractor shall be free to disposed of such portion of its time, energy, and skill as it is not obligated to devote hereunder to maintenance and core of the Township Cemeteries in such manner as the Contractor sees fit to and to such person, firms, or corporations as the Contractor deems desirable. The Contractor shall not be considered under the provisions of this Contract or otherwise, as having an employee status.

- (B)** The Contractor shall have full powers and authority to select the means, manner, and method of performing its duties hereunder without detail, control, or directions by the Trustees. The Contractor shall be responsible as to the manner and the means of accomplishing the work to be performed which has been assigned to the Contractor under the terms of this Contract. Compliance by the Contractor with directions, practices, instructions, or other orders issued by the Trustees shall not affect the Contractors status and as independent contractor and shall not relieve the Contractor of the obligations assumed by it under this Contract.
- (C)** The Contractor shall have no power or authority to incur or contract any liability of any kind for or in the name of the Trustees or The Town of Oakley, for which either of the latter might or could be liable to others.

**9. Termination:**

The Trustees reserve the right to immediately cancel and terminate this Contract at any time during the term thereof for Contractor misconduct, inattention to business or violation of any provision of this Contract.

**10. Laws and Regulations:**

The Contractor agrees to perform all work included in the project in accordance with all governmental laws, rules, regulations, ordinances, and codes including but not limited to those laws, rules and regulations promulgated by the Illinois Environmental Protection Agency as well as any other governmental agency or unit having jurisdiction over the project.

**11. Assignment:**

The Contractor shall not assign or transfer this Contract or any interest herein or any part thereof without the consent in writing of the Trustees.

**12. Time of Essence:**

Time is of the essence of this Contract for prompt completion of the project specified herein.

**13. No Waiver of Performance:**

Failure of the Trustees to insist of the strict performance of the terms, Contracts, and conditions herein or any of them, shall not constitute or be construed as a waiver or relinquishment of the Trustees right to thereafter to enforce any such term, Contract or condition but the same shall continue in full force and effect.

**14. Binding Effect:**

All references to the Contractor in this Contract and all covenants, terms, conditions, and Contracts thereof shall be deemed and construed to apply and to be binding upon the respective heirs, executors, administrators, successors, and legal representatives of the Contractor.

**15. Separability:**

If any term, conditions, covenant, or provision of this Contract or the application thereof to any party hereto or person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term or provisions to persons or circumstances other than those to which it is held

invalid or unenforceable shall not be affected hereby, and such terms, covenants, conditions, and provisions of this Contract shall be valid and be enforced to the fullest extent provided by law.

**16. Entire Contract of Parties:**

This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and any preliminary Contracts. This Contract may not be modified or altered except in writing, signed by the parties hereto.

**17. Notices:**

All notices and other communications hereunder shall be in writing and be delivered in person or sent by mail, first class, postage prepaid, if to the Trustees, addressed to: **Cemetery Trustees, The Town of Oakley, c/o Gary Van Winkle, 221 S. Sangamon Road, Oakley, IL 62501** or if to the Contractor, then to the address given on page 1 above, or to such other address as it stated in a notice given in compliance herewith. All notices shall be considered to have been given on the date of the postmark, if given by mail or on the date delivered in person, if served personally.

**18. Headings:**

The headings contained herein are for convenience only and shall not be used to define, explain, modify, or aid in the interpretation or contraction of the contents.

IN WITNESS THEREOF, the parties have executed this Contract of the above date stated.

CEMETERY TRUSTEES, THE TOWN OF OAKLEY,  
A UNIT OF LOCAL GOVERNEMENT  
BY MACON COUNTY, ILLINOIS

\_\_\_\_\_  
**President**

ATTEST:

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Name of Contractor (Business Name)**

BY \_\_\_\_\_  
**It's Authorized Representative(s)**

ATTEST:

\_\_\_\_\_  
**Secretary**

Corporate Seal (if corporation)