

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, JULY 21, 2017 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

J. Cherilynn Brown, City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of minutes of May 5, 2017

**IV. NEW BUSINESS**

- A. Election of Chairperson
- B. Election of Vice-Chairperson
- C. Request for Proposals - Master Plan for Cemetery

**V. UNFINISHED BUSINESS**

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

A. Amendment to the Cemetery Contract with Elmwood

**VI. CONTRACTOR REPORT**

**VII. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

**NEXT MEETING: August 4, 2017**

*Greenwood Cemetery Advisory Board:*

*The powers and duties of the Greenwood Cemetery Advisory Board is to provide the following recommendations to the City Commission:*

- 1. Modifications: As to modifications of the rules and regulations governing Greenwood Cemetery.*
- 2. Capital Improvements: As to what capital improvements should be made to the cemetery.*
- 3. Future Demands: As to how to respond to future demands for cemetery services.*

*Section 34-30 (g) of the Birmingham City Code*

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

*Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, MAY 5, 2017 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson called the meeting to order at 8:30 AM.

**II. ROLL CALL**

ROLL CALL: Present: Darlene Gehringer  
Kevin Desmond (arrived at 8:33 AM)  
Linda Peterson  
Laura Schreiner  
George Stern  
Margaret Suter  
Absent: Linda Buchanan  
  
Administration: City Clerk Brown, Deputy City Clerk Arft

**III. APPROVAL OF MINUTES**

**A. APPROVAL OF MINUTES OF MARCH 3, 2017**

**MOTION:** Motion by Stern, seconded by Suter:  
To approve the minutes of March 3, 2017.

VOTE: Yeas, 6  
Nays, None  
Absent, 1 (Buchanan)

**IV. NEW BUSINESS**

City Clerk Brown was welcomed by the board members.

**A. AMENDMENT TO RULES AND REGULATIONS – SECTION F NORTH**

Chairwoman Gehringer explained the request from the City Commission to revise the cemetery Rules and Regulations. She said the revision to the rules would now permit upright monuments in section F North.

Mr. Stern expressed support of the revision, and is in favor of deleting the section.

**MOTION:** Motion by Stern, seconded by Suter:

To amend the Greenwood Cemetery Rules and Regulations to permit upright monuments in Section F North of Greenwood Cemetery by deleting the sub-section titled FLUSH MEMORIAL SECTION – F-NORTH ONLY under section VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS. All other conditions as to the erection of monuments in section VI shall continue to apply.

VOTE: Yeas, 6  
Nays, None  
Absent, 1 (Buchanan)

**B. REQUEST FOR PROPOSALS - MASTER PLAN FOR CEMETERY**

Chairwoman Gehringer explained that the City Commission directed the Board to develop a Request for Proposal for a cemetery Master Plan. She noted that while she has no experience with development of a Master Plan, she suggested we list the Board's wants and/or needs.

Clerk Brown said funds for the Master Plan will be available beginning with the 2017-2018 fiscal year, which is July 1, 2017. She noted that the 2017-2018 has not yet been adopted by the City Commission. She added that there are several city departments working on a Master Plan currently. She will develop a template for a Master Plan RFP, and bring it to the board.

Ms. Gehringer said our priority list is available to us for development of an RFP.

Discussion followed about adding the cemetery to the City's website for the public to access burial records. Mr. Stern suggested that a vital item is digitization.

Clerk Brown agreed that the Action List can be used to assist the Board in setting the foundation for the Master Plan.

Mr. Stern said the Board needs to assess the demand for graves by the public.

Chairwoman Gehringer emphasized that the City Commission gave the Board specific direction for next steps. She added that the demand for graves has dropped after initial opening of new graves.

**V. UNFINISHED BUSINESS**

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

**A. AMENDMENT TO THE CEMETERY CONTRACT WITH ELMWOOD**

Mr. Stern suggested reviewing his reports to the City Commission pointing out that the contractor makes about \$1500 per hour selling graves, and is making a 93% profit margin.

Discussion followed with Mr. Stern about how the figures were determined.

No action was taken by the Board.

**B. DONOR RECOGNITION PROGRAM**

Chairperson Gehringer said the City Commission thought the program was a good start. She spoke with Commissioner Hoff about missing items, such as nameplates on benches. Ms. Gehringer said we do not want it to be a park, and that this is a good item to be included in the Master Plan.

A suggestion was made for a display in the cemetery with donations.

No action was taken by the Board.

**VI. CONTRACTOR REPORT**

**A. 1<sup>ST</sup> QUARTER 2017 CONTRACTORS REPORT**

An amended report was provided to the board members.

Board members had questions about items in the report. Clerk Brown said she will contact the contractor to clarify.

Mr. Stern noted that 12 non-residents vs. 2 residents had purchased graves.

Chairwoman Gehringer said there is no distinction between non-residents and residents, and reaffirmed that the Board will not go against any City Commission direction.

**VII. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

**VIII. BOARD COMMENTS**

Ms. Peterson expressed concern about the contract, and the Board keeps dropping it.

Mr. Stern noted the visit from a Pontem representative has been postponed. He suggested contacting an individual he had contacted for a personal visit to the Board. He noted that next of kin information is currently not collected from grave purchasers, and he suggested that going forward, that information is collected.

Mr. Stern said he had contacted Robert Christensen with the State Historic Preservation Office. Mr. Stern provided a copy of his conversation with Mr. Christensen. Mr. Stern feels it is important for whomever develops the Master Plan to understand the designation. He feels everyone was misled. Mr. Stern was told by Mr. Christensen that no historical designation rules apply to the cemetery.

Chairwoman Gehringer expressed concern that Mr. Stern did this on his own without direction from the Board.

Discussion followed about the information Mr. Stern received.

Ms. Schreiner said the conversation raised some questions and that the Board may need some official documentation from Mr. Christensen about the cemetery's status for Master Plan development.

**IX. ADJOURN**

The meeting was adjourned at 9:22 AM.

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**REQUEST FOR PROPOSALS  
FOR GREENWOOD CEMETERY MASTER PLAN**

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Sealed proposals endorsed **“GREENWOOD CEMETERY MASTER PLAN”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **Thursday, September 14, 2017 at 10:00 a.m.** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to create a strategic master plan for the City of Birmingham’s Greenwood Cemetery. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, Attention: Cherilynn Brown, City Clerk.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

<b>Submitted to MITN:</b>	August 17, 2017
<b>Deadline for Submissions:</b>	Thursday, September 14, 2017, at 10:00 a.m.
<b>Contact Person:</b>	Cherilynn Brown, City Clerk P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1802 Email: cbrown@bhamgov.org



**REQUEST FOR PROPOSALS  
FOR GREENWOOD CEMETERY MASTER PLAN**

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## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private consulting firm or firms will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is seeking a strategic master plan for the Greenwood Cemetery, and is accepting sealed bid proposals from qualified professional firms who have experience drafting cemetery master plans. Qualified Contractors must demonstrate experience in conducting strategic visioning sessions, encouraging public participation, and cemetery best practices.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by **October, 2017**. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a master plan which analyzes the existing conditions of the cemetery, assesses the infrastructure, landscaping, features and needs of the cemetery, evaluates the management and regulation of the cemetery, considers various options for maximizing interment space, addresses financial planning and presents an action plan to implement priority options for short term, mid-term and longer term time frames. The completed master plan should represent the cultural and historic character of the City of Birmingham.

It is anticipated that the Greenwood Cemetery Master Plan process will commence **November 2017 and be completed in September 2018**.

## **OBJECTIVES**

- To identify how to best meet future needs based on population, interment projections, and existing resources;
- To review and assess the current policies and regulations, operations, and management of the cemetery;
- To evaluate financial strategies to ensure the sustainable management, operation and maintenance of the cemetery;
- To recognize the historic legacy of the cemetery.

## **SCOPE OF WORK**

The selected Contractor will work with the public, City staff, the Greenwood Cemetery Advisory Board, and the City Commission to create the Greenwood Cemetery Master Plan (Plan). The Contractor will coordinate with City staff and the City Attorney to ensure compliance with all State and/or Federal laws related to cemeteries.

The scope of services is as follows:

1. **Attendance at Meetings.** The Contractor shall expect to attend the following meetings and base their fees accordingly:
  - Up to two (2) community engagement meetings.
  - Two (2) meetings with the City Commission during the master planning process to review the progress and for final adoption.
  - Up to four (4) meetings with the Greenwood Cemetery Advisory Board to discuss the development of the Plan and to review the final draft.

The City reserves the right to reduce or increase the number of meetings depending on the progress of the project with an adjustment in the contract accordingly, subject to City Commission approval.

2. **Comprehensive Community Engagement Plan.** Create a detailed and inclusive Community Engagement Plan to encourage and facilitate ongoing public participation of all stakeholders in the master planning process. Up to two (2) engagement opportunities should be included to stimulate public discourse and to gather input from residents, lot owners and other stakeholders for integration into the strategic vision for Greenwood Cemetery.
3. **Review and Analysis of Current Practices in Relation to Best Practices.**
  - a. Review and analyze current maps and internment records, as well as records verifications performed by the Birmingham Historical Society and the Birmingham Department of Public Services.
  - b. Review and analyze current *Greenwood Cemetery Operational Procedures, Conditions and Regulations*.
  - c. Review and analyze *Agreement for Greenwood Cemetery Management Services* with Elmwood Historic Cemetery.
  - d. Review and analyze quarterly reports of burials and sales from management contractor.
  - e. Review and analyze capacity and demands for current and proposed future uses for the cemetery.
4. **Financial Planning.** Address the status of the perpetual care fund and its adequacy for future maintenance of the cemetery. Provide information



on the effectiveness in the current market of establishing a 501(c)(3) cemetery support organization. Provide recommendations on other methods of generating additional funding, such as a donor program.

5. **Planning for Infrastructure, Features, and Landscape.** Based on current demographic, social, economic, market data and projections develop plan for optimization of interment sites, including feasibility of columbaria. Recommend methods to supply visitors, both physical and cyber, with information on the location of those interred in the cemetery. Cemetery land use planning in broad master plan sense for optimal use of space, preservation of historic aspects, protection and enhancement of park-like setting.
6. **Plan Preparation.** The Contractor will prepare a preliminary report for review by the City upon completion of the Community Engagement Plan, Review and Analysis of Current Practices in Relation to Best Practices, and Financial Planning. The Contractor will prepare one reproducible PDF digital file of the draft version of the Plan.
7. **Finalization and Adoption.** A final draft of the Plan will be presented to the Greenwood Cemetery Advisory Board for initial recommendation and to the City Commission for approval. The Contractor will participate in the required meetings and prepare a completed final document.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project.

### **DELIVERABLES**

The Contractor shall provide a detailed, master graphic format of the Plan that incorporates all sub-area plans and includes an extensive use of illustrations, photos, before and after examples, charts and tables that clearly depict the plan content, vision and implementation in the following formats upon adoption of the final version of the Plan:

1. One reproducible PDF digital file of the preliminary report/draft version of the Plan;
2. One reproducible PDF digital file of the final version of the Plan for publication on online forums;
3. One reproducible PDF digital file of the completed and approved Plan.

All data, illustrations and projections created or compiled throughout the project shall become the sole property of the City of Birmingham.

## **TIME SCHEDULE AND COST PROPOSAL**

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than **Thursday, Sept. 14, 2017 at 10:00 a.m.** to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) electronic copy and ten (10) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**GREENWOOD CEMETERY MASTER PLAN**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## **INSTRUCTIONS TO BIDDERS**

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Cherilynn Brown, City Clerk, 151 Martin Street, Birmingham, MI, or via email to [cbrown@bhamgov.org](mailto:cbrown@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Professional qualification of key employees assigned to the project.
- Public Involvement Process.
- Content of Proposal.
- Cost of Services.
- References

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES / SUBMISSION REQUIREMENTS**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (Attachment A – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.

7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
9. Provide an outline addressing the required scope of work to be completed, broken down into the following separate components:
  - a. Comprehensive Community Engagement Plan;
  - b. Review and Analysis of Current Practices in Relation to Best Practices;
  - c. Financial Planning;
  - d. Planning for Infrastructure, Features, and Landscape.

## **CITY RESPONSIBILITY**

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

## **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

Evaluate Respondents	<u>September 2017</u>
Award Contract	<u>October 2017</u>
Final Draft of Plan Completed	<u>September 2018</u>

The Contractor will not exceed the timelines established for the completion of this project.

**ATTACHMENT A - AGREEMENT  
FOR GREENWOOD CEMETERY MASTER PLAN**

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This AGREEMENT, made this \_\_\_\_\_day of \_\_\_\_\_, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to develop a strategic master plan for Greenwood Cemetery, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to develop a strategic master plan for Greenwood Cemetery.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to develop a strategic master plan for Greenwood Cemetery and the Contractor's cost proposal dated \_\_\_\_\_, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and

neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement. The Contractor agrees that it will require all subcontractors to sign a Non-Disclosure Agreement satisfactory to the City Attorney.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to



employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham, at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of

its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham  
Attn: Cherilynn Brown  
151 Martin Street  
Birmingham, MI 48009  
248-530-1802

CONTRACTOR

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

WITNESSES:

\_\_\_\_\_

**CONTRACTOR**

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Mark Nickita

Its: Mayor

\_\_\_\_\_

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

Cherilynn Brown

Its: City Clerk

Approved:

\_\_\_\_\_  
Cherilynn Brown, City Clerk  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Timothy J. Currier, City Attorney  
(Approved as to form)

\_\_\_\_\_  
Joseph A. Valentine City Manager  
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT  
GREENWOOD CEMETERY MASTER PLAN**

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In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
  
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

---

**PREPARED BY  
(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

---

**ADDRESS**

**ATTACHMENT C - COST PROPOSAL  
GREENWOOD CEMETERY MASTER PLAN**

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**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

<b>TOTAL AMOUNT</b>	\$
<b>Additional Meeting Charge</b>	\$                      per meeting
<b>Additional Services Recommended (if any):</b>	\$                      / hour
	\$                      / hour
	\$                      / hour
	\$                      / hour
	\$                      / hour
	\$                      / hour
	\$                      / hour

Firm Name \_\_\_\_\_

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION  
FORM  
GREENWOOD CEMETERY MASTER PLAN**

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Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

---

**PREPARED BY  
(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

---

**ADDRESS**

---

**TAXPAYER I.D.#**

**HISTORIC GREENWOOD CEMETERY 2017  
SECOND QUARTER REPORT**

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**MONTHLY BURIAL SERVICES**

<b>MONTH</b>	<b>CREMATION BURIAL</b>	<b>FULL CASKETED BURIAL</b>	<b>DISINTERMENT</b>
APRIL	2	3	0
MAY	2	0	0
JUNE	2	2	0

**CEMETERY MAINTENANCE**

The operations department completed all burials. The water was turned on, and the cemetery was in good condition for Mother’s Day, Memorial Day, and Father’s Day.

**CUSTOMER SERVICE, RECORD KEEPING AND LONG TERM CARE**

At the end of the quarter all of the records are up to date. No lot owner requests are outstanding and no transfers are pending.

**GRAVE SALES**

14 lot sales in the quarter.

<b>2017</b>	<b>Purchased one grave</b>	<b>Purchased two graves</b>	<b>Purchased three or more graves</b>	<b>TOTAL SOLD</b>	<b>75% of sale paid to the City</b>	<b>25% of sale paid to the Contractor</b>
Resident	2	1	1	8	\$18,000.00	\$6,000.00
Non-Resident	2	2	1	9	\$20,250.00	\$6,750.00
<b>TOTAL</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>17</b>	<b>\$38,250.00</b>	<b>\$12,750</b>



**NEWLY IDENTIFIED GRAVE SPACES\*\*  
TOTAL NUMBER OF GRAVES SOLD PER SECTION**

Section	2015 Total	2016 Total	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	TOTAL Number of Graves Sold To Date	Number of Graves Remaining
B	33	60	14	14		121*	287
C	11	24	0	1		36*	36
D	6	0	0			6	6
K	14	5	0			19	0
L	8	4	0			12	4
O	6	0	0			6	4
<b>TOTAL</b>	<b>78</b>	<b>93</b>	<b>14</b>	<b>15***</b>		<b>200</b>	<b>337</b>

\*Per City Commission request, once 200 graves are sold in Sections B & C, the GCAB must review those Sections prior to additional graves being sold. No more than 240 graves can be sold in those two sections prior to GCAB review.

\*\*Only flush memorials are allowed in the newly identified grave spaces.

\*\*\*The additional 2 spaces were sold in F North, which are not being tracked for the Quarterly Reports.

Section	2015 Total	2016 Total	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	TOTAL Number of Graves Sold To Date	Number of Graves Remaining
G	14	1	0			14	
E	11	0	0			11	
<b>TOTAL</b>	<b>25</b>	<b>1</b>	<b>0</b>			<b>25</b>	

**AREAS ALONG THE ROAD  
TOTAL NUMBER OF GRAVES SOLD PER SECTION**

This concluded the 31st quarter (43 months) as the operator of Historic Greenwood Cemetery.