



# WHITEWATER TOWNSHIP

5777 Vinton Road • P.O. Box 159 • Williamsburg, MI 49690  
(231) 267-5141 • FAX (231) 267-9020

## 2024 Specifications for Lawn Maintenance and Cleanups

### **Circle Hill Cemetery** — 5194 Vinton Road, Williamsburg 49690

1. Mow every two weeks or as needed. **Must be done just before Memorial Day.**

Price per mow: \_\_\_\_\_

2. Spring and fall cleanups. (see requirements below)

Price per cleanup: \_\_\_\_\_

### **Williamsburg Cedar Rapids Cemetery** — Old M-72, just east of Fire Station

1. Mow every two weeks or as needed. **Must be done just before Memorial Day.**

Price per mow: \_\_\_\_\_

2. Spring and fall cleanups. (see requirements below)

Price per cleanup: \_\_\_\_\_

### **Township Hall** — 5777 Vinton Road, Williamsburg 49690 (Irrigation present but not used)

1. Mow as needed.

Price per mow: \_\_\_\_\_

2. Spring and fall cleanups. (see requirements below)

Price per cleanup: \_\_\_\_\_

### **Hi Pray Park** — 6075 Elk Lake Road, Williamsburg 49690

1. Front ballfield (irrigated) - Mow once a week.

Price per mow: \_\_\_\_\_

2. Mow other areas as needed (small ballfield, tennis and basketball court areas, common areas)

Price per cleanup: \_\_\_\_\_

### **Whitewater Township Park** — 9500 Park Road, Williamsburg 49690

1. Mow common areas and nature trails — once a week at beginning of season; as needed throughout season

Price per mow: \_\_\_\_\_

2. Mow grassy areas in campground interior at Parks & Recreation Administrator request.

Price per mow: \_\_\_\_\_

### **Petobego Natural Area** – South side of Angell Road, 1 mile west of Elk Lake Road

1. Mow parking lot on south side of Angell Road approximately once per month.

Price per mow: \_\_\_\_\_

### **Lossie Road Nature Trail** – East side of Cook Road, 1.5 miles north of M-72

1. Mow entrance/small parking area off Cook Road.

Price per mow: \_\_\_\_\_

Submitted by: \_\_\_\_\_

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

**SPRING AND FALL CLEANUP REQUIREMENTS:** Spring and fall cleanups of the cemeteries and township hall property should include all of the following:

1. Gathering of all leaves, sticks, pine cones, pine needles, and other natural debris, including along fence lines and around headstones.
2. Trim low-hanging branches which interfere with mowing.
3. Remove all remnants of snowplow damage to mowed areas at township hall.
4. Gather trash and place in trash containers on site. If an item is too large for the container, leave it next to the container.
5. Advise Township Supervisor of damage to headstones at cemeteries.

**OTHER REQUIREMENTS:**

1. As an independent contractor, you must carry liability insurance and workers' compensation for employees and provide proof of current insurance to Township Supervisor.
2. Must bid all areas, with separate quotes for each area.

**BIDS ARE DUE MONDAY, MAY 27, 2024 by 5:00 PM**

**Send Bids to Township Supervisor Ron Popp:**

1. **E-mail to [supervisorwhitewater@gmail.com](mailto:supervisorwhitewater@gmail.com)**  
**OR**
2. **Fax to 231-267-9020, Attention Supervisor Popp**  
**OR**
3. **Hand delivered proposals should be in a sealed envelope marked with company name and "2024" LAWN MAINTENANCE BID. Envelopes are to be placed in outside drop box marked Zoning at south entrance of township hall, 5777 Vinton Road, Williamsburg.**

**If you have questions, please call Supervisor Popp at 231-267-5141, ext 23.**

**###**

*Form approved by Whitewater Township Board on 05.14.2024*

## **INDEPENDENT CONTRACTOR AGREEMENT**

Whitewater Township ("Township") intends to contract with **Successful Bidder**, an independent contractor (the "IC"), whose address is XXXXXXXX, City, State, Zip Code, for the performance of certain tasks or services.

The Township and the IC both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** The TOWNSHIP engages IC to perform the following tasks or services:

- Mowing services in 2024, per attached 2024 Specifications for Lawn Maintenance and Cleanups.
- Spring and Fall Cleanup services in 2024, per attached 2024 Specifications for Lawn Maintenance and Cleanups.

2. **PERMITS AND LICENSES.** IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at the Township's request.

3. **TERMS OF PAYMENT.** IC will invoice Township on a biweekly basis for each service performed. Invoices will be paid no later than thirty (30) days after each is submitted in writing (including via email) to Township Clerk. The following rates are agreed to:

- a. Circle Hill Cemetery mowing: \$XXX per mow.
- b. Circle Hill Cemetery cleanups: \$XXX per cleanup.
- c. Williamsburg Cedar Rapids Cemetery mowing: \$XXX per mow.
- d. Williamsburg Cedar Rapids Cemetery cleanups: \$XXX per cleanup.
- e. Township Hall mowing: \$XXX per mow.
- f. Township Hall cleanups: \$XXX per cleanup.
- g. Hi Pray Park front ballfield mowing: \$XXX per mow.
- h. Hi Pray Park other areas mowing: \$XXX per mow.
1. Whitewater Township Park common areas & nature trails mowing: \$XXX per mow.
- J. Whitewater Township Park interior campground mowing: \$XXX per mow.
- k. Petobego Natural Area parking lot mowing: \$XXX per mow.
- l. Lossie Road Nature Trail parking lot mowing: \$XXX per mow.
- m. Emergency Services Building mowing: \$XXX per mow.

4. **INSTRUMENTALITIES.** IC will supply all equipment, tools, materials and supplies necessary to accomplish the designated tasks, services and/or projects.

5. **EXPENSES.** IC is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that IC hires to complete the work under this Agreement.

6. GENERAL SUPERVISION. IC retains the sole right to control or direct the way the tasks or services described herein are to be performed, so long as IC does so in a lawful manner that is consistent with industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.

7. INDEPENDENT CONTRACTOR STATUS. IC agrees to and represents the following:

- IC fully intends to perform services for third parties during the term of this Agreement.
- The services required by this Agreement will be performed by IC, or IC's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help IC.
- Neither IC nor IC's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- Neither IC nor IC's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
- IC does not receive the majority of its annual compensation from Township.

8. NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION. The Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of IC. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. The Township has not and will not obtain workers' compensation insurance on behalf of IC or IC's employees or contract personnel. The Township will not make state or federal unemployment compensation payments on behalf of IC or IC's employees or contract personnel. IC will not be entitled to these benefits in connection with work performed under this Agreement.

9. LIABILITY INSURANCE. During the term of this Agreement, IC shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by IC, and providing for minimum amounts of Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate limits. Such insurance obtained by IC shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to the Township. IC will supply Township with evidence of such insurance for verification from time to time as Township may request.

10. COMMENCEMENT. This Agreement will become effective when signed by both parties.

11. TERMINATION. This Agreement shall end at the conclusion of the mowing/cleanup season in 2024 and may not be terminated earlier (except for breach of this Agreement) without 30 days' prior written notice from one party to the other. This Agreement may be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which IC provides services to the Township.

12. APPLICABLE LAW and WAIVER. This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

13. NOTICES. All notices or other communications required or permitted to be given by IC or Township under this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at P.O. Box 159, Williamsburg, MI 49690 and to IC at the address shown below IC's signature. Notice of any change of address by IC must be promptly given to Township.

AGREED to this XX day of Month, 2024, at Whitewater Township, State of Michigan.

TOWNSHIP:

INDEPENDENT CONTRACTOR:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved and authorized by the Whitewater Township Board on Month, Day, 2024.