



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Cemetery Services Contract		
Presenter & Title:	Nate Landers Superintendent of Streets, Fleets, and Facilities		
Date:	May 7, 2018		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: Vision 5 Goal L			
Estimated Cost: \$800 for burial/\$400 Cremains	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
This is the contract for burial services for the Oak Hill and West Side Cemeteries. We have hired out for burial services for the past 6 years and it has really worked well. This contract would be for 2018-2022 with no increase for 2018-2019. There would be an additional 3.5 % increase for burials for years 2020- 2022. There was only one bidder for this contract, Professional Cemetery Services, however it is the same contractor that is currently under contract.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Proposal</li> <li>• Bid Summary</li> <li>• Contract Documents</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
Staff respectfully recommends awarding the 2018-2022 Cemetery Burial Services contract to Professional Cemetery Services with prices summarized on the attached sheet at the May 14, 2018 City Council meeting.			

**RESOLUTION NO. 2018-39**

**RESOLUTION AUTHORIZING EXECUTION OF  
Cemetery Services Contract**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the declaration of cemetery services contract, in the form attached hereto as proposal, relating to the cemetery service burials.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 21st day of May, 2018

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 21st day of May, 2018.

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City Administrator

ATTEST:

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City Clerk

CITY OF GENEVA  
2018-22 CEMETERY SERVICES PROGRAM

CEMETERY SERVICES	Mon-Fri	Sat
Adult Burial	\$ <u>800.00</u>	\$ <u>900.00</u>
Cremain Openings	\$ <u>350.00</u>	\$ <u>400.00</u>

Year 2020, 2021, and 2022 Services % Increase

2020 3.5 %  
2021 3.5 %  
2022 3.5 %

OWNERS RIGHTS RESERVED: The undersigned understand that the OWNER reserves the right to reject any and all proposals or to waive any informality of technicality in any PROPOSAL in the interest of the OWNER.

THE ABOVE IS HEREBY RESPECTIVELY SUBMITTED BY:

Professional Cemetery Services  
CONTRACTOR

Mark Christopherson  
BY-Printed Name

M L  
BY - Signature

President  
TITLE

35W319 Forest Drive  
BUSINESS ADDRESS

Dundee IL 60118  
City

4-21-18  
DATE



Contract

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of May, 2018, by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois,

Known as the party of the first part, hereinafter designated as the Owner, and Professional Cemetery Services his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges, whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans are prepared by the said Owner are intended to cooperate and all specifications, plans, drawings, and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans, drawings, or prints, the same as though the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case an questions may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all plants and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools, and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

CONTRACT

It is also understood and agreed that the Special and General Provisions, Specifications, Proposals, Contract Bond and Plans for 2018 – 2022 Cemetery Burial Services Program dated April 2018 hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

IN WITNESS WHEREOF, of the day and year first above written, the parties hereto have set their hands and seals.

For the City of Geneva

Party of the First Part Stephanie K. Dawkins  
By [Signature]

Attest: [Signature]  
City Clerk

For the Contractor

Party of the Second Part (If a Corporation)

Corporate Name Professional Cemetery Services

By Mark Christophersen  
President, Party of the Second Part

(If a Co-Partnership)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_  
Secretary  
(Corporate Seal)

Partners doing business under the name of

\_\_\_\_\_(Seal)

Party of the Second Part

(If an Individual)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Party of the Second Part