

## SUBCONTRACTING TURF MAINTENANCE

Douglas Clark, President  
Michigan Memorial Park, Inc.  
Flat Rock, MI

For the past 15 years, I have been subcontracting grass cutting and burial internments on around 287 acres. Approximately 120 acres are in turf with the remaining in roads, wooded areas and buildings.

The cemetery is subdivided into various sections from one-half acre to six acres. The types of soils range from sandy to mixed clay. The drainage system for each block varies from flat to sloped to crowned. It also ranges from shade to full sun. The traffic in some spots is very light compared with heavy vehicle traffic in others. There is a blend of grasses used Kentucky bluegrasses and fine fescues. The main objective is to look neat and trim.

The following is an outline that we have incorporated for use in negotiating with subcontractors. It is broken down into (A) Consideration for Contracting, (B) the Actual Subcontracting Agreement, and (C) Equipment.

### A. Considerations

#### 1. Economic

- (a) A percentage decrease in overall ground labor costs.
- (b) Fixes cost at time of rising costs on direct labor.
- (c) Eliminates equipment maintenance and overhead costs in areas subcontracted.
- (d) Eliminates personnel problems for areas subcontracted.
- (e) Eliminates indirect labor costs (insurance, payroll taxes, payroll clerical expense, etc.) in areas subcontracted.
- (f) Gives you flexibility to manpower needs without burden of carrying heavy non-seasonal payroll.

#### 2. Labor

Must have if union: A provision in collective bargaining agreement permitting subcontracting.

- (a) This is usually opposed by unions but a MUST for bargaining.
- (b) Failure to have such clause can have very serious legal questions including very large back pay liability claims and government prosecution by NLRB.
- (c) Need good labor lawyer with knowledge of cemetery lawns and cemetery operations.

- (d) Make sure your agreement has no indicia of control so as to have cemetery be considered for legal purposes as joint employer.

B. SUBCONTRACTING AGREEMENT

Should have written Subcontract Agreement with each subcontractor (sub). Agreement should:

1. Spell out exactly the duties that sub is responsible for.
2. Have schedule of payments.
  - (a) State when payments to be made.
  - (b) Have some system for written report for sub on each job billed for internal auditing purposes.
  - (c) State to whom sub's payments are to be made.
3. Spell out method of control of equipment and chemicals used to avoid damage to cemetery and grave items (whatever detail necessary).
  - (a) All fertilizers meet certain specifications by named agency familiar with cemetery problems.
  - (b) Equipment to have fire prevention devices.
4. Specify the type of materials permitted to be used - be sure sub is using same purchasing quality standards cemetery is using.
5. Set forth standards of performance expected.
  - (a) When they are required to do your assigned work and required period of notice; i.e., openings and closings vs. tree trimming.
  - (b) What is to be done with debris.
  - (c) State required housekeeping standards; i.e., police work areas at all times.
  - (d) Require performance warrants that operations of sub conducted at all times so as to cause no damage.
  - (e) Require all work areas be kept at minimum and made safe for visitors.
6. Require that sub, at its expense, on all damage other than to autos, take immediate action as directed by cemetery to rectify such injury or damage.
  - (a) Auto damage need only refer to sub's insurance carrier.
7. Require sub to indemnify and hold cemetery harmless on all damage or other claims from its acts from:

- (a) Any loss.
  - (b) Any expense including legal defense expenses.
    - (1) Cemetery reserves the right to retain at sub's expense, cemetery's own counsel to defend cemetery.
    - (2) Prohibit any settlement agreement without prior approval of cemetery.
  - (c) Any damages.
  - (d) Any claims.
8. Require sub to furnish all licenses and permits necessary for its operations.
9. Require sub to carry insurance with specific limits and with carrier acceptable to cemetery.
- (a) This protects cemetery from having to pay if sub has low coverage and is uncollectable for judgement.
  - (b) Types of insurance needed.
    - (1) Public liability (i.e., causing a human injury).
    - (2) Property damage (i.e., smashing a car).
    - (3) Workman's compensation
      - a. Sub must furnish cemetery with certificate of coverage or your carrier will charge you.
    - (5) Motor vehicle coverage.
    - (6) Fire, theft, etc., on equipment so no risk of loss on cemetery.
  - (c) Require insurance policies to carry waiver of subrogation rights clause for benefit of cemetery; i.e., if shed burns down and sub's insurance company pays for the equipment then insurance usually sues cemetery for being negligent in letting building burn down.
  - (d) Require sub to deposit original insurance policy with cemetery each year.
    - (1) If cemetery holds original policy then sub cannot cancel next day for refund.
    - (2) Gives you check on compliance with required insurance coverage - policies in force.
    - (3) In workman's compensation, they need only deposit certificate of coverage.
10. Require all crews be neatly uniformed for appearance and prohibit swearing, etc. (failure to do so is grounds for immediate termination).
11. Sub required to furnish and maintain all necessary equipment.
12. Time of performance of the work is stated to be critical.
- (a) Sub to do work promptly for progress of work.