



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo.org
purchasing@kalamazoo.org

MANDATORY PRE-BID MEETING/INSPECTION
on December 6, 2022 @ 10:00 a.m. Local Time

Location: Mayors' Riverfront Park Conference Room, 251 Mills Street, Kalamazoo, Michigan

INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Mowing & Trimming of Parks and Greenspaces Bid Reference #: 98852-065.0

IFB ISSUE DATE: November 17, 2022

BID DUE/OPENING DATE: December 15, 2022 @ 3:00 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Ashton Anthony, Deputy Director
at (269) 337-8295 or anthonya@kalamazoo.org

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up to date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I
INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed, and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least business 5 days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

SECTION II
BID AND AWARD

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below:

PARKS & GREENSPACES	ADDRESS	TOTAL ACRES	MOWN LAWN ACRES	Unit Price Per MOW	Unit Price Per MOW & TRIM
Academy Green	1520 Academy St	0.17	0.15		
Angling Road	2501 Angling Rd	1.85	0.82		
Arcadia Creek Festival Site	145 E Water St	3.78	1.50		
Axtell Creek Park	530 E Crosstown Pkwy	3.54	1.30		
Blanche Hull Park	4225 S Burdick St	69.64	5.60		
Canyon Park	2915 Wellington Rd	1.20	0.59		
College Park	840 W Michigan Ave	1.38	1.01		
Davis Street Park	901 Davis St	1.05	0.95		
Dutton Street Park	224 W Dutton St	0.70	0.64		
Emerald Drive Park	3200 Emerald Dr	15.75	9.78		
Fairmount Dog Park	1108 Prairie Ave	12.15	3.73		
Farrell Park	809 N Rose St	1.50	1.27		
Florence Splash Pad	534 Florence St	0.20	0.10		
Frays Park	4400 Canterbury Ave	11.04	9.67		
Glen Park North	2731 Wellington Rd	0.90	0.21		
Glen Park South	2700 Parkview Ave	2.06	0.15		
Harrison Park	620 Harrison St	1.44	1.26		
Hays Park	2001 Miller Rd	10.33	3.92		
Henderson	1500 Grand Ave	0.71	0.71		
Henderson Park	1300 Grand Ave	1.40	1.40		
Henderson Tot Lot	1601 Henderson Ct	1.10	0.80		
Hillside	2920 Brooklyn Blvd	1.40	0.00		
Jones Park	1601 Academy St	1.60	1.60		
Knollwood Park	1500 Greenwood Ave	11.04	4.47		
Krom & Prouty Park	1602 Krom St	0.51	0.54		
LaCrone Park	535 W Paterson St	5.00	4.50		
Lake/Kensington Park	2435 Kensington Dr	0.88	0.24		
Lovell Park	1101 W Lovell St	1.27	0.68		
Milham Park	607 E Kilgore Rd	66.83	19.79		
Nellbert Park	3002 Nellbert St	0.72	0.72		
Princeton Park	1508 Princeton Ave	0.25	0.16		
Reed Street Park	1700 Portage St	1.52	1.20		
Rockwell Park	1106 Trimble Ave	5.10	3.20		

BID TAB CONTINUED					
PARKS & GREENSPACES	ADDRESS	TOTAL ACRES	MOWN LAWN ACRES	Unit Price Per MOW	Unit Price Per MOW & TRIM
Sherwood Park	300 Wallace Ave	5.20	5.10		
South Westnedge Park	1101 S Westnedge Ave	2.267	2.267		
Southside Park	2100 Race St	3.73	3.72		
Spring Valley Park	2600 Mt Olivet Rd	181.19	28.11		
Springmont Tot Lot	2416 Springmont Ave	0.23	0.20		
Station #5 Community Center	619 Douglas Ave	0.10	0.10		
Upjohn Park	1000 Walter St	19.08	14.48		
Verburg Park	669 Gull Rd	9.65	7.64		
Versluis/Dickinson Park	1801 Woodward Ave & 1000 W Dunkley St	116.6	30.04		
West Main Park	800 W Main St	0.11	0.11		
Woods Lake Beach Park	2900 Oakland Dr	6.34	0.71		
Youth Development Center	230 E Crosstown Pkwy	1.70	1.50		
Bronson Park*	200 S Rose St	3.62	2.35		
City Hall*	241 W South St	0.50	0.25		
Crane Park*	2001 S Westnedge Ave	10.43	4.96		
Martin Luther King Jr. Memorial Park*	507 N Rose St	0.98	0.74		
Mayors' Riverfront Park*	251 Mills St	64.29	11.75		
Rose Park Veterans Memorial*	645 E Michigan	0.56	0.27		

*Municipal Building and Priority Parks

Parks and Greenspaces:

- Academy Green
- Angling Road
- Arcadia Creek Festival Site
- Axtell Creek Park
- Blanche Hull Park
- Canyon Park
- College Park
- Davis Street Park
- Dutton Street Park
- Emerald Drive Park
- Fairmount Dog Park
- Farrell Park
- Florence Splash Pad
- Frays Park
- Glen Park North
- Glen Park South
- Harrison Park
- Hays Park
- Henderson
- Henderson Park
- Henderson Tot Lot
- Jones Park
- Knollwood Park
- Krom & Prouty Park
- LaCrone Park
- Lake/Kensington Park
- Lovell Park
- Milham Park
- Nellbert Park
- Princeton Park
- Reed Street Park
- Rockwell Park
- South Westnedge Park
- Sherwood Park
- Southside Park
- Spring Valley Park
- Springmont Tot Lot
- Station #5 Community Center
- Upjohn Park
- Verburg Park
- Versluis/Dickinson Park
- West Main Park
- Woods Lake Park
- Youth Development Center

Municipal Building and Priority Parks:

- Bronson Park
- City Hall
- Crane Park
- Martin Luther King Jr. Memorial Park
- Mayor's Riverfront Park
- Rose Park Veterans Memorial

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Provide List of Equipment owned that will be used to perform the duties of this contract:

<u>Make/Model</u>	<u>Year</u>	<u>Quantity</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Work shall start within ____ working days after receipt by Contractor of Notice to Proceed.

The City encourages the use of local labor in fulfilling the requirements of this contract.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate:

Signature: _____

Date: _____

Title: _____

SUB-CONTRACTING INFORMATION

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

INSTRUCTIONS:

Nature of Contract - State a brief description of the work or product that will be provided.

BIDDER – Provide the percentage of services or construction activity that will be provided by your firm.

Subcontractors:

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

Nature of Contract:		
Subcontractor Name/Address	Local?	% Of Total Contract
BIDDER		

Does this List of Subcontractors need to be updated after the bid opening? **Yes** __ **No** __

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____
2. Established: Year _____ Number of Employees: _____
3. Type of organization:
 - a. Individual: _____
 - b. Partnership: _____
 - c. Corporation: _____
 - d. Other: _____
4. Former firm name(s) if any, and year(s) in business:

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
 - 5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____
 - 5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____
 - 5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: _____ Name: _____
(type or print)

Title: _____ Date: _____

NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.

COVID-19 ADDENDUM #2
January 1, 2022

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:

Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:


- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007
- **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person** before the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,

Michelle Emig
Purchasing Division Manager

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

**SECTION III
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. 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, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

INDEMNITY AND INSURANCE
Continued

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SECTION IV
GENERAL REQUIREMENTS & SPECIFICATIONS

1. INTENT

It is the intent of the City of Kalamazoo to hire a contractor to provide mowing and trimming services in areas based on these specifications. These areas include but are not limited to parks and various municipal buildings. These specifications apply to those items necessary for and incidental to the execution and completion of mowing and trimming services as indicated herein.

Contractor shall provide all equipment, labor, materials and incidentals necessary to perform the work as described in these specifications.

2. CONTRACT PERIOD AND RENEWALS

The contract shall begin April 1, 2023 and shall be in effect for one season through November 30, 2023. The City will have the option to extend the contract for (4) four (1) one-year periods. Contract price will remain set for the initial one-year term with the option to negotiate a mutually agreeable price for each renewal.

3. AWARD

This contract will be awarded in accordance with the provisions of the terms and conditions, Page 23, Item 1. In order to be a responsible contractor, that bidder must meet the specifications for staffing, equipment and have a successful contracting record. A reference check will be made and bidding firms may be requested to attend an interview with City staff prior to award of the contract.

4. PROJECT MANAGER'S STATUS

4.1 The Parks Supervisor or his/her duly authorized representative shall be the City's Project Manager and shall have the duties and responsibilities as provided in the contract.

4.2 The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

4.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Park Supervisor or his/her representative has resolved the error or omission.

5. LAYING OUT WORK

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the Architect for consideration before proceeding.

6. SUPERVISION

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

7. SITE SECURITY

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

8. GENERAL REQUIREMENTS

- 8.1 Contractor shall provide mowing and trimming services to the identified properties listed in Exhibit B for each specified area, **which shall include the collection of all trash on the grounds prior to each mowing cut.**
- 8.2 All Contractor employees shall be courteous to the general public while performing services in or around public parks & municipal buildings. They shall follow all industry accepted safety standards (OSHA), and shall wear appropriate clothing at all times, remaining fully clothed while performing said services. Brightly colored clothing (e.g., orange, florescent green, yellow) is required when mowing near or in traffic areas. The clothing worn by the Contractor employees while mowing and trimming the City's areas may include the Contractor's logo, business name or other business information.
- 8.3 The Contractor shall be responsible for training and educating their employees on safe operation of all equipment and transportation thereof on city streets, parks, and city properties. Equipment used to complete mowing and trimming services shall be rated and operated as specified by industry standards and in good working condition.
- 8.4 Contractor employees shall perform their duties as outlined in these specifications with care and when possible shall remain at least twenty-five feet (25') away from any person. Mowing and trimming may be redirected by city staff in parks due to public or private activities/special events.
- 8.5 Contractor shall participate in off-season meetings as determined by the City to prepare for each upcoming season, address issues from the previous growing season, and coordinate start dates and preliminary mowing and trimming schedules. Contractor shall submit a weekly mowing and trimming schedule no later than Friday for the following week of the mowing season to the City for reference and approval. The City will coordinate with the Contractor in determining the frequency of mowing and trimming based on forecasted weather conditions. The Contractor shall be available for scheduled meetings as determined by the City during the season to review Contractor's performance, quality of work, invoices, and mowing maintenance reports.
- 8.6 Contractor shall submit a weekly mowing cuts maintenance report, Exhibit A, to the City when their crews have mowed all locations in an area and completed a cut. This form includes, but is not limited to, employee identification, dates of operation, work performed, comments or information regarding any vandalism, graffiti, sink holes, or other situations noticed while performing their work. Items or issues that Contractor's employees reasonably believe cause an immediate hazard, shall be called in immediately to the City.

Invoices from Contractor should be received at the beginning of the month for work performed during the previous month corresponding to the maintenance report and each completed cuts. Monthly payment will be processed only when a Park is finished, and work is approved by the City.

- 8.7 Contractor shall be responsible for any damage to any City property, including plant material (trees, shrubs, floral, turf, prairies, rain gardens, etc.), mulch areas, or structures (buildings, signs, monuments, transformers, manholes, site furniture, park equipment, etc.) as a result of Contractor's operations. Damage caused by the Contractor's employees and/or equipment shall be immediately reported to the City to determine the extent of the damage and replacement or repair costs to the Contractor. **The Contractor shall never weed whip the base of a tree or damage a tree with a lawnmower. Any damage to trees will be inspected by the Project Manager or Parks Supervisor, who will assess costs up to and including the replacement value of the damaged tree.** The Project Manager and Parks Supervisor's decisions regarding damage to or the need for replacement of trees is determinative and final. Contractor shall pay the City for replacement or repair costs as determined by the City within 30 days after receipt of an invoice from the City. Failure to remit full payment to the City within this time shall be grounds for the City to terminate this contract.
- 8.8 Damage found to City property, including plant materials, mulch areas, or structures as a result of Contractor operations that have not been reported to the City shall be grounds for the City to immediately terminate this contract.
- 8.9 The Contractor shall furnish all supervision, sufficient labor, materials, equipment, employee safety training, supplies, insurance and other resources to perform mowing and trimming services for each area that is awarded to the Contractor.
- 8.10 Contractor employees must be of legal work status to be assigned to work in the City's parks or municipal parcels. Contractor shall have and fund a background check performed through Kalamazoo Department of Public Safety on their employees and no Contractor employee on the Sex Offender Registry shall be assigned to work on City Parks covered by this contract. The background check documentation shall be provided to the City prior to the employee working on city property.
- 8.11 The Contractor shall not utilize sub-contractor(s) except in emergency situations and when preauthorized in writing by the City. All authorized sub-contractors will meet criteria set forth in these specifications.
- 8.12 All mowing and trimming, when specified, should be performed at the same time and completed in four (4) working days from commencement per location, Monday through Friday. Work may be permitted on Saturday with permission from the City. All mowing and trimming should be performed between 7:00 am and 9:00 p.m. with the exception of areas where mowing and trimming should be performed during non-peak traffic hours. All locations within an area shall be mowed and trimmed within 10 days from commencement to finish a Park. The Contractor may request in writing extra time to complete a cut due to inclement weather conditions for approval from the City.

- 8.13 Contractor shall be knowledgeable and use generally accepted best practices of turf care including proper mowing speed to assure a uniform grass height, keeping blades sharp so grass is cut and not shredded, no more than 1/4 to 1/3 of the grass blade is in one mowing, and terraces or banks are mowed up and down and not across the slope to avoid scalping.
- 8.14 On the occasion of a special event affecting Contractor's schedule of mowing and trimming services, the City will provide a minimum 24-hour advance notice.
- 8.15 When picnic tables or other park equipment in lawn areas are moved in order to complete mowing and trimming services they shall be replaced to their original location.
- 8.16 Minimal mow areas within the parks will have the edges marked in the field by the City or shown on maps. Contractor employees and equipment are not to enter these designated areas. City staff will maintain the sports turf at Mayor's Riverfront Park and also the Dickinson softball fields located at Versluis Dickinson Park.
- 8.17 No equipment shall be driven on the turf where there is standing water or after a significant rain. Wet areas should be avoided where mower tires sink into turf and Contractor shall notify City of such regions. Contractor shall repair any ruts in turf caused by their equipment.

9. SCOPE OF WORK TO BE PERFORMED

9.1 Mowing

- 9.1.1 Grass shall be cut when it grows to between 3.5 and 5.0 inches. Desired mowed grass height is 3.0 inches in height depending on time of the season and weather conditions, as determined by the City. Grass shall never get longer than five inches (5") unless due to weather circumstances beyond the control of Contractor.
- 9.1.2 Multiple passes on a section may be required to keep from leaving unsightly clumps of grass. Clippings should be blown away from sidewalks and parking lots towards turf areas where possible and not towards traffic or play areas after mowing completion.
- 9.1.3 See Exhibit C for the City of Kalamazoo "Lawn Care Guidelines for Parks, Greenspaces, and Along Waterways". Contractor shall abide by these guidelines and failure to do so will result in termination of contract.

9.2 Trimming

- 9.2.1 Areas where grass cannot be mowed safely with a mower will be trimmed with every mowing cuts.
- 9.2.2 Routine trimming services at municipal buildings and priority parks shall be performed with every mowing cuts. This includes sidewalk edges, parking lots, signs, buildings, fence lines and so forth.
- 9.2.3 Trimming services at parks and greenspaces shall be performed with every other mowing cuts as directed by the City. This includes sidewalk edges, parking lots, signs, buildings, fence lines and so forth.

9.3 Trash removal

- 9.3.1 Trash shall be picked up from turf, parking lots, sidewalks, and along fence lines by the Contractor employees prior to every mowing cuts. Trash shall be defined as paper, cans, bottles, string trimmer line, limbs greater than two inch (2”) in diameter and/or other discarded debris or materials. No trash should be mowed over or visible after mowing is performed. Contractor should be aware that trash may be extensive in certain areas. Any materials mowed over and scattered in the mowed area shall be immediately picked-up by the Contractor employees.
- 9.3.2 Trash can be disposed of in City of Kalamazoo dumpsters if on site or park trash receptacles. Only trash picked up from city properties shall be disposed in this manner. The contractor shall never place branches, leaves or other natural "trash" into City trash cans or dumpsters. The Contractor is responsible for removing these items and disposing them offsite.
- 9.3.3 Large items such as refrigerators, sofas, tires, or other considered illegal dumping items on city property shall be brought to the City' s attention immediately. Contractor is not responsible for hauling these items away.

9.4 Scheduling

- 9.4.1 Parks and Greenspaces: each Park will be on a 10-day occurrence during April - September and 20 day or as needed October - end of season. Mowing and trimming may be redirected by city staff in parks due to recreation activities taking place in the park.
- 9.4.2 Municipal Buildings and Priority Parks: each Park will be on a 6-day occurrence during April - September and 20 day or as needed October - end of season. These facilities shall be mowed and trimmed prior to 10:00 a.m. Grass clippings must be removed offsite and disposed of from these facilities. **Bronson Park and City Hall must be mowed on Mondays or Thursdays.**
- 9.4.3 **Upjohn Park, Milham Park and Mayors' Riverfront Park must be mowed and trimmed Monday - Thursday between the hours of 7:00 a.m. - 10:00 a.m.**
- 9.4.4 **Versluis Dickinson Park must be mowed and trimmed Monday – Thursday between 10:00 a.m. and 4:00 p.m.**

9.5 Parks

The number of Parks for each area is estimated, the actual number of Parks shall be determined by the City and the contractor paid for the work performed per location.

10.

		Areas		
		Parks & Greenspaces	Municipal Buildings & Priority Parks	
Services	Mowing	14 Parks	-	April – November
	Mowing and Trimming	14 Parks	28 Parks	April – November
	Schedule	Monday– Friday 7:00am- 9:00pm	Monday– Friday 7:00am- 9:00pm	April – September
	Trash Removal	28 Parks	28 Parks	April – November

11. SITE AERIALS

Site aerial maps are available upon request.

12. DEFAULT, REMEDIES, AND TERMINATION OF CONTRACT

- 12.1 This is a performance-based contract. It is the intention of the City to have a Parks and Recreation Department representative assigned to manage mowing and trimming services contract(s). The Contractor shall identify a contact person from their company for each area awarded related to these specifications.
- 12.2 Contractor shall meet all requirements described in General Requirements and Scope of Work to be performed during the term of the contract and any subsequent renewals. Repeated failure to adequately perform any work specified and required shall be grounds for termination by the City and shall be considered Contractor’s failure to perform and default.
- 12.3 Furthermore, Contractor shall respond to the City and resolve to the City’s satisfaction issues of call-backs, verbal or written, from the City regarding mowing and trimming section(s) missed, performance, or other quality of work concerns within 24 hours of notification. Contractor shall have 24 hours to begin and to proceed in a workmanlike manner to complete such work. If the Contractor does not satisfactorily respond to said request(s), the City, at its discretion, may perform this work or hire another reasonably priced service provider and may, at its option, invoice the Contractor for repayment of the City’s costs to hire a third party to perform such service or may deduct such amount from a future payment to Contractor under the contract. In addition, this failure to perform by Contract shall be grounds for the City to terminate this Agreement.

- 12.4 In the event of termination of the contact for any reason, the City's responsibility for payment or damages to the Contractor shall be limited to payment for services rendered by the CONTRACTOR until the date of termination.

13. PROTECTION OF WORK

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.

14. PROTECTION OF PROPERTY

- 14.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.

- 14.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

15. MATERIALS INSPECTION AND RESPONSIBILITY

- 15.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

- 15.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.

- 15.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

- 15.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.

16. TARDINESS

Delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

17. MAINTAINING TRAFFIC

- 17.1 This work shall be in accordance with the requirements of Section 6.31 of the MDOT 2003 Standard Specifications for contractor is directed to the Special Provision for Maintaining Traffic, and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.

- 17.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines for intersecting streets which are to be closed with the first usable street on each side of the project
- 17.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, drum type barricades will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the working area. Where barricades are to be placed in a trench, Type II barricades may be required at the discretion of the Engineer. These barricades shall be lighted with Type C (steady burning) warning lights if they are used after dark.
- 17.4 The requirements for the maintenance of through traffic as described in the Standard Specifications shall also apply to the maintenance of local traffic.
- 17.5 Protection of all pedestrian traffic shall be maintained at all times.

18. ADDITIONS

- 18.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.
- 18.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

19. REMOVAL OF RUBBISH

The Contractor shall daily remove all rubbish and accumulated materials due to his/her work.

20. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

21. AWARD CRITERIA

All of the following factors will be considered in evaluating bids received:

Responsiveness to Invitation for Bid specifications
Qualifications of firm
Cost
References

22. SAFETY

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

23. **PAY ESTIMATES**

The Contractor shall be responsible for the generation of invoices for payment. Invoices should be accompanied by completed weekly maintenance reports (Exhibit A and Exhibit B) and company GPS report for all work being included on the submitted invoice. If GPS reports are not available, another agreed upon method to track locations will need to be supplied. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly; however, frequency of payment will not exceed bi-weekly.

24. **MANDATORY PRE-BID MEETING AND INSPECTION**

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on his/her part. A **MANDATORY** Pre-bid meeting is scheduled for **December 6, 2022 @ 10:00 a.m.** (see front page for location). Then proceed to project sites at your own pace.

25. **REMOVAL OF PERMANENT SIGNS AND POSTS**

The Contractor shall notify the Project Manager one (1) working day in advance of the time permanent signs must be removed to accommodate the work. The City's forces shall remove and salvage any permanent signs that must be removed for work.

26. **PERMANENT PARK SIGN STAKING**

The City shall stake the field locations for the new permanent park signs that the Contractor shall install under this contract. The Contractor shall call MISS DIG to arrange for staking prior to sign installation.

27. **VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, the bidder **MUST** indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

28. **SAFETY STANDARDS**

The bidder warrants that the products supplied to The City conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the failure to comply with this condition will be considered a breach of contract.

29. **QUESTIONS**

Bidders shall address questions regarding the specifications to Ashton Anthony, Parks and Recreation Deputy Director at (269) 337-8295, or anthonya@kalamazoo-city.org. Questions regarding terms, conditions and other related bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720, or masong@kalamazoo-city.org. This does not relieve the requirements of Page 1, Item 3.

SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

6. **INVOICING**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

7. **CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

9. **RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, and LL Harris and Associates, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

12. TERMINATION OF CONTRACT

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

15. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.



EXHIBIT A

Mowing of Parks – Maintenance Report

Mowing of Parks Maintenance Report
(To Be Submitted with Invoice)

Bid Reference #: 98852-065.0

EXHIBIT A – Mowing of Parks Maintenance Report**INVOICE # _____**

Parks & Greenspaces	Acres	Week 1 Date Completed	Week 2 Date Completed	Week 3 Date Completed	Week 4 Date Completed	Performance, Comments, or Damages
Academy Green	0.15					
Angling Road	0.82					
Arcadia Creek Festival Site	1.50					
Axtell Creek Park	1.30					
Blanche Hull Park	5.60					
Canyon Park	0.59					
College Park	1.01					
Davis Street Park	0.95					
Dutton Street Park	0.64					
Emerald Drive Park	9.78					
Fairmount Dog Park	3.73					
Farrell Park	1.27					
Florence Splash Pad	0.10					
Frays Park	9.67					
Glen Park North	0.21					
Glen Park South	0.15					
Harrison Park	1.26					
Hays Park	3.92					
Henderson	0.71					
Henderson Park	1.83					
Henderson Tot Lot	0.36					
Hillside	0.00					Does not get mowed
Jones Park	1.60					
Knollwood Park	4.47					
Krom & Prouty Park	0.54					
LaCrone Park	4.50					
Lake/Kensington Park	0.24					
Lovell Park	0.68					
Milham Park	19.79					
Nellbert Park	0.78					
Princeton Park	0.16					
Reed Street Park	1.46					
Rockwell Park	3.76					
South Westnedge Park	2.267					
Sherwood Park	5.20					
Southside Park	3.72					
Spring Valley Park	28.11					
Springmont Park	0.23					
Station #5 Community Center	0.10					
Upjohn Park	14.48					
Verburg Park	7.64					
Versluis/Dickinson Park	30.04					
West Main Park	0.11					
Woods Lake Beach Park	0.71					
Youth Development Center	1.70					

EXHIBIT A

Mowing of Priority Parks – Maintenance Report

Mowing of Priority Parks Maintenance Report
(To Be Submitted with Invoice)

PRORITY PARKS and GREENSPACES	Acres	Week 1 Date Completed	Week 2 Date Completed	Week 3 Date Completed	Week 4 Date Completed	Performance, Comments, or Damages
Bronson Park	2.35					
City Hall	0.25					
Crane Park	4.96					
Martin Luther King Jr. Memorial Park	0.74					
Mayors' Riverfront Park	11.75					
Rose Park Veterans Memorial	0.27					



EXHIBIT B

Mowing AND Trimming of Parks – Maintenance Report

Mowing of Parks Maintenance Report
(To Be Submitted with Invoice)

Bid Reference #: 98852-065.0

Exhibit B - Mowing AND Trimming of Parks Maintenance Report

INVOICE # _____

Parks & Greenspaces	Acres	Week 1 Date Completed	Week 2 Date Completed	Week 3 Date Completed	Week 4 Date Completed	Performance, Comments, or Damages
Academy Green	0.15					
Angling Road	0.82					
Arcadia Creek Festival Site	1.50					
Axtell Creek Park	1.30					
Blanche Hull Park	5.60					
Canyon Park	0.59					
College Park	1.01					
Davis Street Park	0.95					
Dutton Street Park	0.64					
Emerald Drive Park	9.78					
Fairmount Dog Park	3.73					
Farrell Park	1.27					
Florence Splash Pad	0.10					
Frays Park	9.67					
Glen Park North	0.21					
Glen Park South	0.15					
Harrison Park	1.26					
Hays Park	3.92					
Henderson	0.71					
Henderson Park	1.83					
Henderson Tot Lot	0.36					
Hillside	0.00					Does not get mowed
Jones Park	1.60					
Knollwood Park	4.47					
Krom & Prouty Park	0.54					
LaCrone Park	4.50					
Lake/Kensington Park	0.24					
Lovell Park	0.68					
Milham Park	19.79					
Nellbert Park	0.78					
Princeton Park	0.16					
Reed Street Park	1.46					
Rockwell Park	3.76					
South Westnedge Park	2.267					
Sherwood Park	5.20					
Southside Park	3.72					
Spring Valley Park	28.11					
Springmont Park	0.23					
Station #5 Community Center	0.10					
Upjohn Park	14.48					
Verburg Park	7.64					
Versluis/Dickinson Park	30.04					
West Main Park	0.11					
Woods Lake Beach Park	0.71					
Youth Development Center	1.70					

EXHIBIT B

Mowing AND Trimming of Priority Parks – Maintenance Report

Mowing AND Trimming of Priority Park Maintenance Report
(To Be Submitted with Invoice)

PRORITY PARKS and GREENSPACES	Acres	Week 1 Date Completed	Week 2 Date Completed	Week 3 Date Completed	Week 4 Date Completed	Performance, Comments, or Damages
Bronson Park	2.35					
City Hall	0.25					
Crane Park	4.96					
Martin Luther King Jr. Memorial Park	0.74					
Mayors' Riverfront Park	11.75					
Rose Park Veterans Memorial	0.27					



EXHIBIT C

Mowing & Trimming of Parks

City of Kalamazoo Lawn Care Guidelines for Parks, Greenspaces, and Along Waterways

Bid Reference #: 98852-065.0

EXHIBIT C
City of Kalamazoo
Lawn Care Guidelines for
Parks, Greenspaces, and Along Waterways

Mower Deck Height and Blade Condition

Height of mower decks shall not be lower than 3” with no more than 1/3 the mower blade height of grass removed per mowing. Mower blades shall be kept sharp at all times.

Mowing Buffer Zones for Waterways

Grass Clippings shall not be blown into water bodies. The mow chute shall be kept “side in” away from water for a minimum of three passes or 15 feet, whichever is wider. Exceptions may include pre-determined designated public water access areas, or specific water resources protection areas (see below).

Specially Designated Water Resources Protection Buffer Areas

Certain buffer areas are designated as “no mow” areas or areas that are to be mowed only once per year (e.g. South Crosstown Pond) or on a specially assigned schedule. If mowed, the procedures shall follow those described for buffer zones along waterways.

Mowing Along Roadways, Curb-lines, Sidewalks, and Parking Lots

Grass Clippings shall not be blown into the streets. The mow chute shall be kept “side in” for a minimum of two passes or ten feet, whichever is wider. Where littering impervious surfaces with grass clippings is unavoidable, clippings are to be blown, picked up or swept back into the lawn area by the end of the work shift.

Fertilizer and Pesticide Use

Fertilizers used for turf will be slow release with no phosphorus and applied only as necessary in an environmentally friendly manner to reduce runoff into water bodies or storm sewers. All lawn fertilizers must meet the approval of the Parks Manager or Water Services Manager before being purchased and applied. This includes all contracted lawn fertilization program products. Application rates must be performed in accordance with label instructions. Fertilizers sprayed/directed onto impervious surfaces must be blown or swept back into the lawn area by the end of the work shift.

No application of fertilizer or pesticides, or dumping of soils, leaves, or other yard waste/debris will be allowed within the Mowing Buffer Zone for Waterways, or along Roadways, Curb-lines, or Sidewalks.

Deviations to Above-Described Lawn Care Guidelines

If staff feels it necessary to deviate from this Guideline, they shall take their request to their Supervisor. Subsequently, the Supervisor is required to obtain approval from the Water Services Manager or the Parks Manager (or other Manager of specifically designated mowing areas), and the Water Resources Manager on a case-by-case basis. Certain requests may also require approval from designated entities (e.g. the City’s Pesticide / Herbicide Committee).