



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

MANDATORY PRE-BID MEETING

April 23, 2026, 1:00 p.m.

Location: Stockbridge Facility, Main Conference Room, 415 E Stockbridge, Kalamazoo, MI 49001

REQUEST FOR QUOTE
THIS IS NOT AN ORDER

PROJECT: Cemetery Irrigation Systems Maintenance

QUOTE REFERENCE NO: 93437-001.0

CONTACT: Quentin Pike, City Wide Facilities Manager, at pikeq@kalamazoo.org

ISSUE DATE: April 13, 2026

QUOTE RETURN DATE: May 7, 2026, by end of business day (4:30 p.m. Local Time ET)

SUBMITTAL INSTRUCTIONS: Return on or before date above. Mark envelope - Quotation - Cemetery Irrigation Systems Maintenance and due date. This quote may also be emailed to cokpurchasing@kalamazoo.org.

STATEMENT OF NO QUOTE

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

- Specifications are unclear (explain below).
We are unable to meet specifications.
Our schedule would not permit us to perform.
We do not offer this product or service.
Remove us from your bidders list for this commodity or service.

REMARKS:

SIGNED: NAME: (Type or Print)

TITLE: DATE:

FIRM NAME: (If any)

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

PHONE: EMAIL:

SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.
2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Request for Quote 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 quote shall be legally signed, and the complete address of the bidder given thereon.
3. **EXPLANATION TO VENDORS**- Any binding explanation desired by a vendor regarding the meaning or interpretation of the Request for Quote (RFQ) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective vendors before the submission of bids. Any information given to a prospective vendor concerning the RFQ will be furnished to all prospective vendors as an amendment or addendum to the RFQ if such information would be prejudicial to uninformed vendors. Receipt of amendments or addenda by a vendor must be acknowledged in the quote by attachment, or by letter before the time set for opening of quotes. 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 quotes 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 quote.
5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.
6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
7. **INFORMAL COMPETITION**-The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.

QUOTE FORM

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 *Cemetery Irrigation Systems Maintenance*, meeting or exceeding the specifications as set forth herein for the prices as stated below.

CEMETERY IRRIGATION SYSTEMS MAINTENANCE

Mount Home Cemetery

Item no.	Pay Item	Quantity	Unit	Unit Price	Extended Price
1	2.1 Seasonal System Shutdown (Fall Winterization)	1	LSUM		
2	2.2 Seasonal System Startup (Spring Activation)	1	LSUM		
3	2.3 Routine Maintenance and Repairs (Irrigation Season)	1	LSUM		
Total Amount				\$	
Irrigation Repairs and Maintenance, hourly labor rates per hour				\$ _____/hour	
Irrigation Repairs and Maintenance, material mark-up by percentage (if applicable)				_____ %	
Trip/service call fees (cost per trip/service call)				\$ _____/call	

Riverside Cemetery

Item no.	Pay Item	Quantity	Unit	Unit Price	Extended Price
4	2.1 Seasonal System Shutdown (Fall Winterization)	1	LSUM		
5	2.2 Seasonal System Startup (Spring Activation)	1	LSUM		
6	2.3 Routine Maintenance and Repairs (Irrigation Season)	1	LSUM		
Total Amount				\$	
Irrigation Repairs and Maintenance, hourly labor rates per hour				\$ _____/hour	
Irrigation Repairs and Maintenance, material mark-up by percentage (if applicable)				_____ %	
Trip/service call fees (cost per trip/service call)				\$ _____/call	

Total Bid Amount Items 1-6	\$
-----------------------------------	-----------

The City reserves the right to accept or reject any portion of the bid and to select, in whole or in part, the services it deems to be in its best interest.

Awards will be made on an aggregate or split basis with award of any item stated herein or combined items or all items selected, whichever is in the best interest of the City and is subject to the availability of funding.

After receipt of Notice to Proceed, work shall start no sooner than April 15 of each contract year, unless otherwise agreed to by the Project Manager, and shall be completed by October 15 of each contract year. **Contract period will expire December 31, 2026.**

If your quotation is not returned and completed on this form, it may be rejected.

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

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

Addendum No: _____

Dated: _____

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: _____

BIDDERS QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____
2. Established: Year _____ No. 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 5 years.
 - 5.1 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____
 - 5.2 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____
 - 5.3 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____

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 Director has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Director 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: _____

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 bidder's 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

I hereby state that all 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: _____ EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

**CITY OF KALAMAZOO
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 Department, 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.

GENERAL PROVISIONS

1. INTENT

It is the intent of these specifications and drawings/plans to provide for a contractor who shall provide all labor, materials, tools, equipment, and services necessary to perform in a professional manner the **Cemetery Irrigation Systems Maintenance** as described in the specifications and bid document. The City reserves the right to accept or reject any portion of the bid and to select, in whole or in part, the services it deems to be in its best interest.

2. SCOPE OF WORK

The scope of work involves work for *Cemetery Irrigation Systems Maintenance* as stated in the attached scope.

2.1 Seasonal System Shutdown (Fall Winterization)

2.1.1 The Contractor shall perform a complete winterization (“blow-out”) of each irrigation system at both cemetery locations. Services shall include:

- Shutting off water supply to the irrigation systems
- Draining all applicable components
- Blowing out all irrigation lines using compressed air to remove all water
- Ensuring that all zones, valves, heads, and lateral lines are cleared of water to prevent freezing
- Securing system components for winter conditions

2.1.2 Schedule Requirement:

- All irrigation systems shall be fully winterized no later than **October 15** of each contract year.

2.1.3 Responsibility Clause: The Contractor shall be responsible for any damage to the irrigation system that occurs as a result of incomplete or improper winterization. This includes, but is not limited to, cracked pipes, damaged valves, and broken sprinkler heads caused by freezing conditions.

2.2 Seasonal System Startup (Spring Activation)

2.2.1 The Contractor shall perform full startup and activation of each irrigation system in the spring. Services shall include:

- Restoring water supply to the system
- Pressurizing irrigation lines
- Inspecting all zones for proper operation
- Adjusting sprinkler heads for proper coverage and alignment
- Identifying and reporting any damage or deficiencies
- Performing minor adjustments necessary to achieve full system functionality

2.2.2 The Contractor shall perform full startup and activation of each irrigation system in the spring. Services shall include:

- All irrigation systems shall be fully operational no later than **May 15** of each contract year.

2.2.3 Post-Startup Warranty Period:

- The Contractor shall include repair of any damage resulting from winter conditions for a period of two (2) weeks following system startup at no additional cost to the Owner.
- This includes, but is not limited to, damage such as cracked lines, fittings, valves, and sprinkler heads identified during initial operation.

SCOPE OF WORK (*Cont.*)

2.3 Routine Maintenance and Repairs (Irrigation Season)

2.3.1 The Contractor shall provide repair and maintenance services throughout the irrigation season (spring through fall), excluding the two-week post-startup warranty period noted above. Services shall include:

- Troubleshooting system issues
- Repairing or replacing damaged sprinkler heads, valves, piping, and fittings
- Addressing leaks, pressure issues, and coverage deficiencies
- Adjusting system components to maintain proper operation
- Responding to service requests within a reasonable timeframe as defined in the bid.

2.3.2 All repairs shall be completed using materials equal to or better than existing system components unless otherwise approved.

3. QUANTITIES

The quantities shown or indicated on the specifications are only estimated. Payment will be made based upon unit pricing of quantities installed.

4. CONTRACT PERIOD AND EXTENSIONS

4.1 This contract shall be for one (1) full irrigation service cycle, beginning with the fall system shutdown (winterization) and concluding prior to the fall system shutdown of the following year. All irrigation systems shall be fully winterized no later than **October 15** of each contract year. All irrigation systems shall be fully operational no later than **May 15** of each contract year. **Contract period will expire December 31, 2026.**

4.2 The City may opt to extend this contract for up to four (1) one-year periods. All extensions shall be upon mutual agreement of both parties with all provisions of the original contract or any addenda and extensions remaining in full force and effect.

4.3 The City from time to time may find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period.

Such month-to-month extended periods shall be by mutual agreement of both parties with all provisions of the original contract, or any extensions thereof, remaining in full force and effect.

All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission.

5. COORDINATION AND SCHEDULING

5.1 Work shall be coordinated with cemetery staff to minimize disruption to services, visitors, and ongoing operations.

5.2 Contractor shall provide advance notice prior to performing seasonal startup and shutdown.

5.3 Emergency or urgent repairs shall be addressed promptly.

6. SITE CONDITIONS

6.1 The Contractor shall take all necessary precautions to protect cemetery property, including turf, monuments, headstones, roadways, and landscaping. Any damage caused by the Contractor during the performance of work shall be repaired at no additional cost to the Owner.

7. UNIT PRICING

The unit price, including its pro-rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.

8. INSPECTION OF WORK

The City may maintain inspectors on the job who shall at all times have access to work.

9. INSPECTION OF SITE

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection in behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Water Department.

10. INSPECTION AND TESTING

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests. The City will provide for materials and testing. The cost of said testing shall be borne by the City. Verification that testing required by the contract has been completed on one phase of the project prior to proceeding to the next phase is the responsibility of the Contractor. In the event that the project has proceeded without required testing, the Contractor shall insure that the required testing is obtained retroactively and shall provide access for testing as necessary at his/her sole expense.

11. MATERIALS INSPECTION AND RESPONSIBILITY

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

11.2 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.

11.3 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.

11.4 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 notice has been given by the City to the Contractor that such materials, equipment or components have been rejected.

12. 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 Citywide Facilities Manager for consideration before proceeding. The Citywide Facilities Manager Engineer will provide direction as needed.

13. SUPERVISION

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

14. 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.

15. TARDINESS

Construction 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.

16. PROGRESS SCHEDULE

16.1 Work shall start after receipt of notification by Contractor of Notice to Proceed and shall be completed by date listed on the Bid Schedule.

16.2 Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the work will remain unchanged. Any contract time added for additional work will be applied to that additional work only and cannot be added to items in the original contract. Any work done on the items in the original contract past the number of working days stated herein will be subject to liquidated damages regardless of any work that may be added at a later date.

16.3 The Contractor will be required to meet with the city representatives to work out detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.

16.4 The named sub-contractor(s) for all items shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

16.5 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, and where specified in the bid document the date the project is to be opened to traffic as well as the final project completion date specified in the bid documents. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.

16.6 Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

PROGRESS SCHEDULE (Cont.)

16.7 The starting date and the contract time to the completion date for this project may be adjusted by city without imposing liquidated damages upon the receipt of satisfactory documented evidence that unforeseen delayed delivery of critical materials will prevent the orderly prosecution of the work.

17. CONSTRUCTION SCHEDULE AND COORDINATION

17.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.

17.2 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.

17.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.

17.4 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

18. CONTRACTOR COORDINATION

18.1 The Contractor shall make every effort to coordinate every aspect of his work with that of other contractors on the site to assure an efficiently managed and proper installation.

18.2 Consideration shall be given to timing of construction, maintaining adequate construction access, and construction staging. Any costs associated with this coordination shall be included in the contract.

19. ADDITIONS

19.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

19.2 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.

20. REMOVAL OF RUBBISH

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

21. SITE ACCESS

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

22. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the City.

23. SAFETY

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

24. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Contractors shall use One-Drive Project Spreadsheet. 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.

25. PRODUCT/SYSTEM SUBSTITUTIONS

Submit a written request, to be received not later than 10 days prior to scheduled bid opening, for Substitution of any Product not named. If no substitutions are submitted, it will be reasonably concluded by the Owner that the specified product will be incorporated into the Work and the Bidder will be committed to supplying the specified product.

25.1 Describe in detail any variance to the specified product. All proposed substitution for specified items shall be substantially the same size (height, length, width, diameter, etc.), type, color, construction quality and shall meet the design intent to be considered for substitution for the Product specified.

25.2 Document each request with complete data substantiating compliance of proposed Substitution with Product specified including written certification that Product conforms to or exceeds all requirements of the Product specified.

25.3 Document all coordination information, including a list of changes or modifications needed to the Contract Documents or other parts of the Work and to construction performed by the Owner and Separate Contractors that will become necessary to accommodate the proposed substitution.

25.4 Provide name, address and telephone number of manufacturer's authorized representative.

25.5 Submit three copies of all documents for each request for Substitution for consideration.

25.6 Approval of the Substitution request, if given, will be in the form of an addendum issued prior to scheduled opening date and hour at local time.

26. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of bid opening only upon request of The City unless otherwise stated in the bid proposal. If samples should be requested, such samples must be received by The City no later than seven (7) days after formal request is made. When required, The City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to The City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidder's request.

27. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of the material and/or services is made and thereafter accepted to the satisfaction of The City and must comply with the terms herein and be full in accord with specifications and of the highest quality. In the event the material and/or service supplied to The City is found to be defective or does not conform to specifications, The City reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

28. 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.

29. 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.

30. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from bidders separate manufacturer certification of all statements made in the bid.

31. 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.

32. PROTECTION OF PROPERTY

32.1 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.

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

33. WORK HOURS

All work shall be done between the hours of 6:30 a.m. to 5:00 p.m. (Monday – Friday). Work done outside of these times will be at the discretion of the Project Manager.

No work shall be done on Saturday or Sunday, unless otherwise approved by the Project Manager in writing.

No work shall be done on City Holidays, unless otherwise approved by the Project Manager in writing.

The Contractor shall conduct their work in such a manner that no excavations are left open overnight. If this is not possible, the Contractor shall provide and install a temporary fence to protect the excavation at the Contractor's expense.

34. PROJECT MANAGER'S STATUS

The City Engineer (Engineer) 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.

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.

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 Project Manager has resolved the error or omission.

35. MANDATORY PRE-BID MEETING

All prospective contractors and subcontractors are invited to attend a mandatory Pre-Bid Meeting with representatives from the City of Kalamazoo on **Thursday, April 23, 2026 at 1:00 p.m. local time** at 415 Stockbridge Ave, Kalamazoo, MI 49001.

The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form of legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection in behalf of the Contract for any negligence of his/her part.

36. QUESTIONS

Bidders shall address questions regarding the specifications to Quentin Pike, Citywide Facility Manager, at pikeq@kalamazoocity.org by 10:00 a.m. on April 29, 2026. (This does not relieve the requirements of Page 1, Item 3). Questions regarding terms, conditions and other related bid requirements may be addressed to Scott Shaffer, Buyer at shaffers@kalamazoocity.org.

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.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's 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.

INVOICING (Cont.)

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Upon issuance of certificates of Payment by the Architect/Engineer for labor and material incorporated in the work and the materials suitably stored at the site payment shall be made up to ninety (90%) percent of the value thereof.

When the cumulative total of payment is equal to fifty (50%) percent of the contract sum, subsequent payments will be made in the full amount for labor and material certified by the Architect/Engineer.

The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

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.

ANY CHANGES 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 negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall indemnify and save harmless the City of Kalamazoo, its 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.

16. INSPECTION OF WORK SITE

Before submitting bids or quotes for 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.

17. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

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 individuals 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.



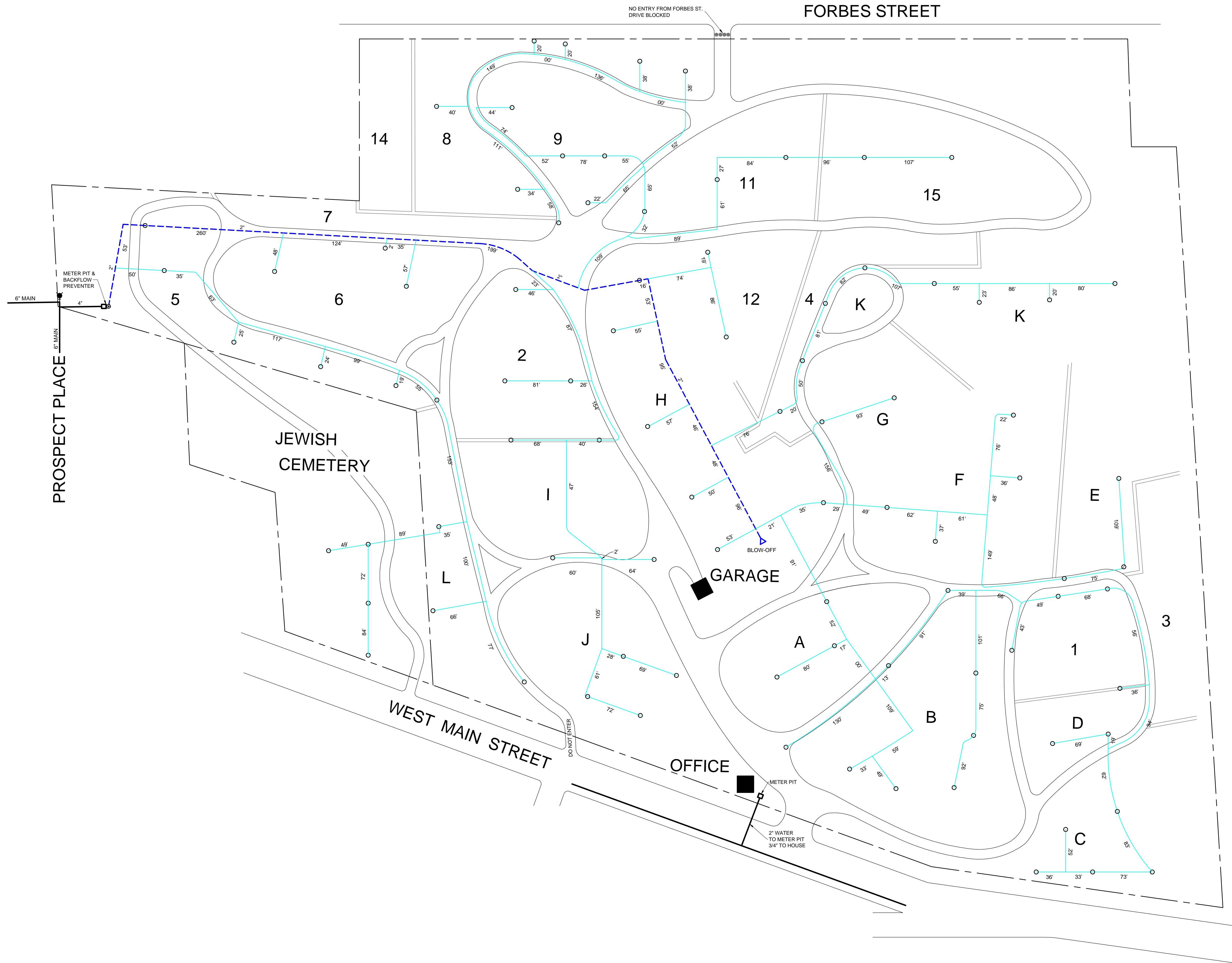
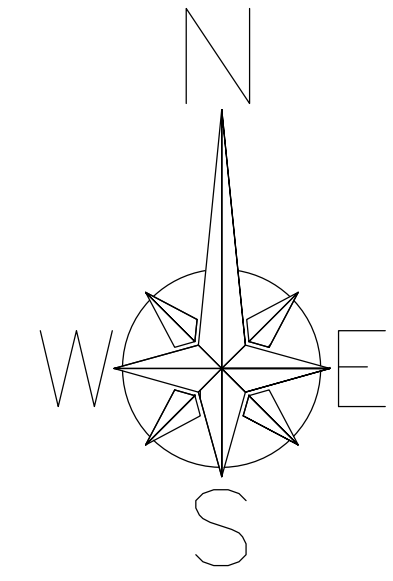
CEMETERY MAPS
(For Reference Only)
(Accuracy Not Guaranteed)

Elevator Upgrades




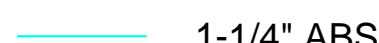
Bid Reference #: 93437-001.0

April 2026

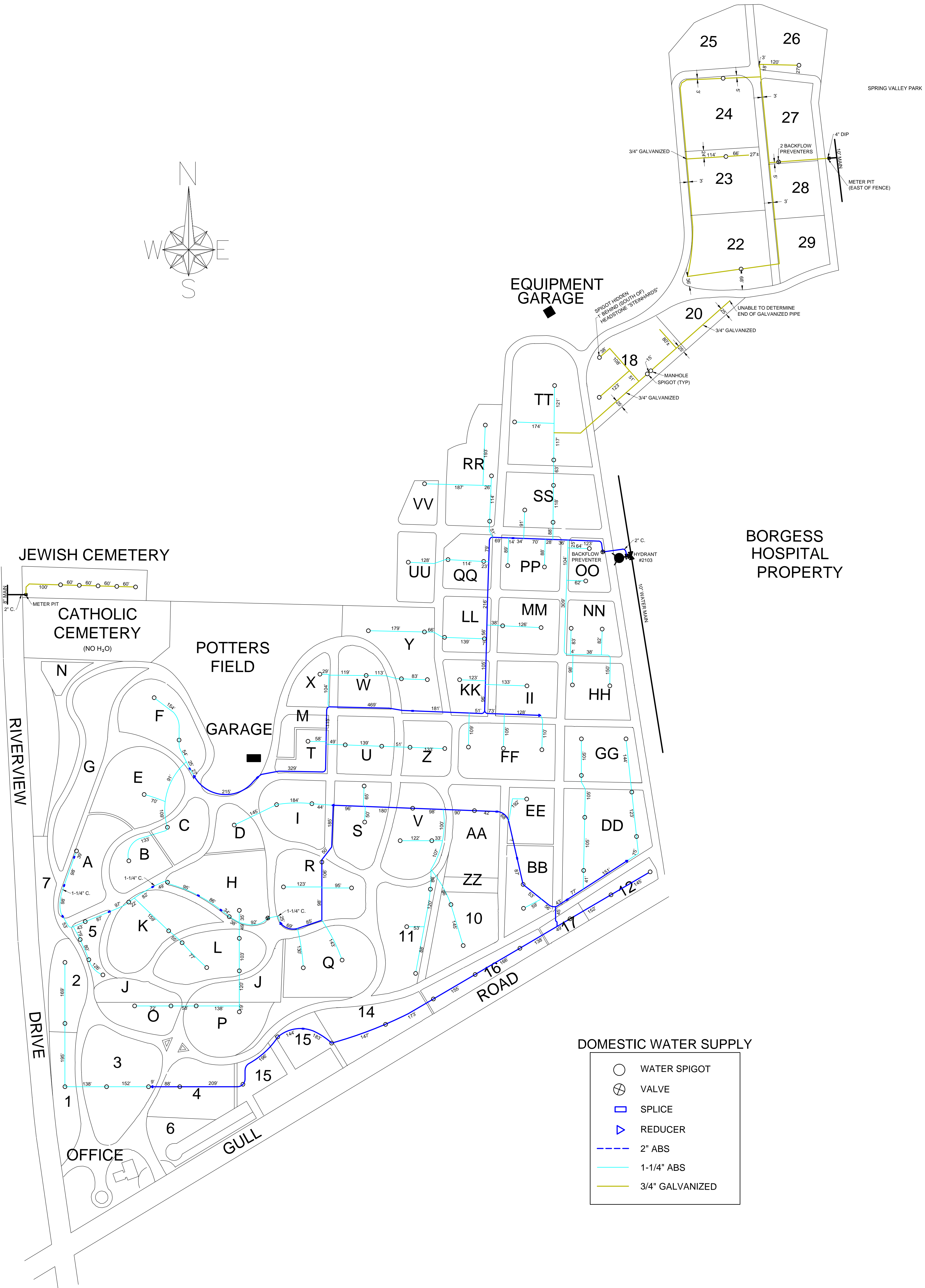
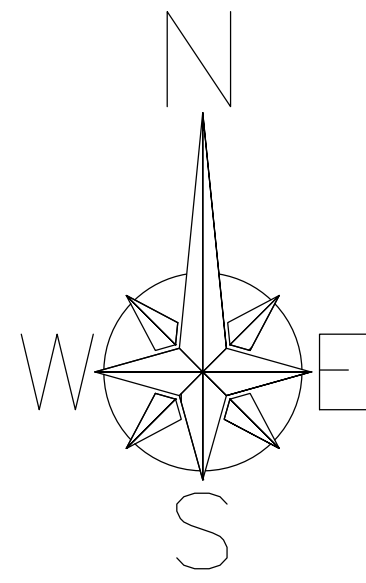
MOUNTAIN HOME CEMETERY



DOMESTIC WATER SUPPLY

-  WATER SPIGOT
-  VALVE
-  2" ABS
-  1-1/4" ABS

RIVERSIDE CEMETERY



DOMESTIC WATER SUPPLY

- WATER SPIGOT
- ⊗ VALVE
- SPLICE
- ▷ REDUCER
- 2" ABS
- 1-1/4" ABS
- 3/4" GALVANIZED