



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](http://www.kalamazoo.org)  
[purchasing@kalamazoo.org](mailto:purchasing@kalamazoo.org)

### INVITATION FOR BIDS (IFB)

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

**PROJECT NAME:** Timber Sale Notice

**BID REFERENCE #:** 94752-001.0

**IFB ISSUE DATE:** March 5, 2024

**BID DUE/OPENING DATE:** April 3, 2024, @ 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:**  
Department Contact: Jean Talanda  
Environmental Programs Manager at (269) 337-8042  
or [talandaj@kalamazoo.org](mailto:talandaj@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 Bids 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 electronically will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective bidders prior to 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.
9. **BID SUBMITTAL**- Bidders can submit sealed bids in one of the following ways:
  - 9.1. **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

- 9.2. Deliver your bid to City Hall In-Person before the bid due date and time indicated in the bid document.
- 9.3. Deliver your bid to the Treasurer’s Office Payment Drop Box located in the northwest corner of City Hall (see photos below) before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



- 10. **BID TABULATIONS-** The Purchasing Division makes an effort to post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

**SECTION II**  
**BID AND AWARD**

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, hereby proposes to selectively harvest 436 trees of various type that are designated with a **blue** painted ring at DBH (Diameter at Breast Height) and at the stump.

Time is of the essence and, unless an extension of time is granted in writing, all forest products must be paid for, cut and removed on or before **March 1, 2025**.

**REVENUE CONTRACT- Timber Sale Notice**

<b><u>Species</u></b>	<b><u># Trees</u></b>	<b><u>EST BD FT (Doyle 78)</u></b>	<b><u>BF/Tree</u></b>	<b><u>Total Price</u></b>
<i>Soft Maple</i>	177	41,849	236	
<i>Cherry</i>	111	21,023	189	
<i>Walnut</i>	55	20,857	379	
<i>Black Oak</i>	47	19,729	420	
<i>Hard Maple</i>	27	8,846	327	
<i>Red Oak</i>	9	7,081	786	
<i>Elm</i>	6	1,250	208	
<i>Aspen/Misc.</i>	4	456	114	
<b>Total</b>	<b>436</b>	<b>121,091</b>	<b>278</b>	
<b>TOTAL OWED TO THE CITY</b>				

Work shall be completed by **March 1, 2025**.

Bidder shall provide all 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.**

**Helmets must be inspected by and approved by the Project Manager prior to approval of the pay request/invoice.**

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: \_\_\_\_\_

**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 the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(Type or print)

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

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

**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.

<b>Nature of Contract:</b>		
<b>Subcontractor Name/Address</b>	<b>Local?</b>	<b>% Of Total Contract</b>
<i><b>BIDDER</b></i>		

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



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: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III  
SPECIFICATIONS & SPECIAL CONDITIONS**

**1. INTENT AND SCOPE OF WORK**

It is the City's intent is to selectively harvest 436 trees of various type and size marked with a blue painted ring at DBH and the stump.

**2. HARVEST SPECIFICATIONS**

- 2.1 Trees to be removed are marked with a BLUE painted ring at DBH and are also stump marked. The number of trees and estimated volumes are outlined on page 2.
- 2.2 Sale areas are designated on the attached map.
- 2.3 Tree tops remain the property of the seller and should be left resting safely on the ground but outside the county ROW and off all main trails and access points
- 2.4 Harvesting to be done in a professional, workman like manner by a trained logger.

All rights to the remaining forest products, cut or uncut, revert to The City of Kalamazoo. In the event that logging operations must be suspended due to adverse weather conditions, adverse ground conditions, fire, flood, strike, or other circumstances beyond the control of the Purchaser; this contract is extended an equal number of days.

**3. QUANTITIES**

The estimated total quantities are estimates only. Contracted Registered Forester has used industry standard timber scaling techniques to assist in the preparation of this Bid notice. Bidders are advised to make their own determination of timber quantity and quality to calculate their bid.

**4. AWARD CRITERIA**

The City reserves the right to reject any and all bids or award to the vendor it believes is in the best interest of the City.

**5. QUALITY**

- 5.1 The quality of standard components, manufacturing techniques, assembly procedures and service capabilities will be considered in the analysis of the bids.
- 5.2 The Purchaser shall assume full responsibility for the materials, the quality of, and the workmanship of its employees and/or subcontractors.
- 5.3 This contract shall be terminated by written notice from the City at any time the quality of workmanship provided falls below industry standard practice.

**6. PAYMENT SCHEDULE**

Method and time of payment shall be as follows:

Down Payment of 20% be paid at contract signing with the balance of 80% to be paid prior to the commencement of timber harvesting operations.

Title to all forest products or standing timber included in this contract shall be and remain the property of the City of Kalamazoo until paid for in full.

Purchaser must notify its contracted Registered Forester or their Environmental Programs Manager before the commencement of harvesting operations at least five (5) days in advance. Notice must also be given to the Forester and their Environmental Programs Manager when the harvest is completed.

**7. BONDING**

To ensure performance of this contract by the Purchaser, a performance bond, surety deposit or irrevocable letter of credit from an approved financial institution for the amount of \$5,000.00 is required to be presented to the Forester prior to harvest.

**8. CONTRACT PERIOD**

Work shall be completed no later than **March 1, 2025**.

**9. PROJECT MANAGER’S STATUS**

The Environmental Programs Manager or 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.

**10. LOCATION:**

Whereas the City of Kalamazoo has the right to sell and warrants to the Purchaser that the timber and property are free and clear of all encumbrances, and agrees to sell to the Purchaser, forest products herein described on certain lands located in the NW1/4, Section 31, Ross Township, Kalamazoo County, Michigan \*(See map referencing area attached). Area is exclusively South of the stream and wetland area.

Section V – Products

Species	# Trees
Soft Maple	177
Cherry	111
Walnut	55
Black Oak	47
Hard Maple	27
Red Oak	9
Elm	6
Aspen/Misc.	4
Total	436

**ACCESS:** There will be two (2) separate access points to facilitate the removal of the Timber:

1. The Primary access will be from North 36<sup>th</sup> Street at the well access drive and designated with orange flagging along 37<sup>th</sup> Street
2. The secondary access point will be from North 37<sup>th</sup> Street, just before the bend in the road that becomes East FG Ave. It may be possible to come on the City property just north of the paved driveway leading back to the Jane Dragg property. In addition, arrangements are being worked out with the neighboring property owner (Jane Dragg) and the City of Kalamazoo for possible access, whereby the Dragg property could be used for staging logs and for logging access.

**LOCATION: (cont.)**

Section VI – Other Provisions:

10.1. The “Purchaser” shall have the right of ingress and egress to and from the lands containing the standing timber and over any other property which the City of Kalamazoo owns or other property the City of Kalamazoo has an access agreement in place required to harvest this timber.

10.2. Stump heights will be as close to the ground as practical; however, for single stemmed trees they are not to exceed their diameter in height.

10.3. The location of landings, haul roads, and decking areas to be mutually agreed to by the “Purchaser”, “The City of Kalamazoo” and “Forester”; and all underground water lines or utilities identified/marked/pointed out on site by the “The City of Kalamazoo”.

10.4. All debris generated by the “Purchaser” such as machine parts, oil cans, lunch papers, etc. will be removed from the sale area by the “Purchaser.”

10.5. All roads, main skid trails, landings, and decking areas shall be cleared of debris and back bladed by the “Purchaser” at the conclusion of the operation. Trees should be brought down within the harvest area, however if tree tops or limbs fall outside of the sale or property boundary by mistake, they must be pulled within.

10.6. The “Purchaser” shall execute reasonable care to protect the residual stand/ trees from damage. Damaged, Incidental or Extra residual trees designated by “Forester” and removed to facilitate logging operation under this Contract will be charged against the “Purchaser” and paid to the “The City of Kalamazoo” based on “Forester’s” scale, based on prevailing market stumpage prices. Excessive damage will be charged to the Purchaser at double the prevailing market stumpage price for the species in question and will be assessed by the “Forester”.

10.7. This contract is binding on all heirs, executors, administrators, successors, and assigns of all parties.

10.8. This contract for the products described herein shall not be resold to other parties.

10.9. This contract shall be construed to the laws of the State of Michigan, including water quality Best Management Practices.

10.10. Identification of all property boundaries is the responsibility of the “The City of Kalamazoo”. The “Forester” may identify property lines on behalf of the “The City of Kalamazoo” and point these out to the “Purchaser”. It is the responsibility of the “Purchaser” to stay within said boundaries.

10.11. The “Purchaser” is not responsible for damage to asphalt or concrete driveways that need to be used to access the timber if access to 11187 E. FG Avenue is granted.

10.12. The Purchaser must sanitize all the equipment it uses on City property by pressure washing each machine prior to entering the property to help prevent additional invasive species being brought onto the City Kalamazoo property.

10.13 No timber harvesting will be permitted from April 15 – July 15 as a preventative measure against the possible spread of Oak Wilt. This practice is consistent with the Michigan DNR recommendations.

10.14 A map of the City of Kalamazoo “wellfield” is provided. Five (5) specific wells on this portion of City property will clearly designate and marked by Jean Talanda, Environmental Programs Manager, prior to the commencement of logging operations. A map of the actual “well” locations will be provided to the successful bidder.

**11. QUESTIONS**

Questions relative to the bid specifications can be addressed to Jean Talanda, Environmental Programs Manager, at (269) 337-8583, or [talandaj@kalamazoocity.org](mailto:talandaj@kalamazoocity.org), as well as Mark Janke, Consultant, at [michiganforester.com](http://michiganforester.com). Questions relative to the general bid requirements may be addressed to Nicole Kling, Buyer at (269) 337-8746 or [klingn@kalamazoocity.org](mailto:klingn@kalamazoocity.org). This does not relieve bidders of Item 3, Page 1 of the bid document.

**SECTION IV  
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 or bid 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](mailto: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.

**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**

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 Management Services Financial Services Division after receipt of an original invoice from the Contractor and approval by the department.

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 bids 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.

**DEFAULT (cont.)**

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 either listed in this contract or available by operation of law.

**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. 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.

**15. 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.

**16. 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; faxed 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)

SECTION V  
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 SIRs 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 in accordance with all applicable statutes of the State of Michigan, 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 pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any 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, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers 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.

**\*\*The winning bid must supply proof of compliance with Michigan Workers Compensation statute, and proof of liability insurance in the amount of \$1,000,000.00 before starting the harvest. The Landowner and the Forester shall be named as Additional Insured during the term of this contract.**

**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.

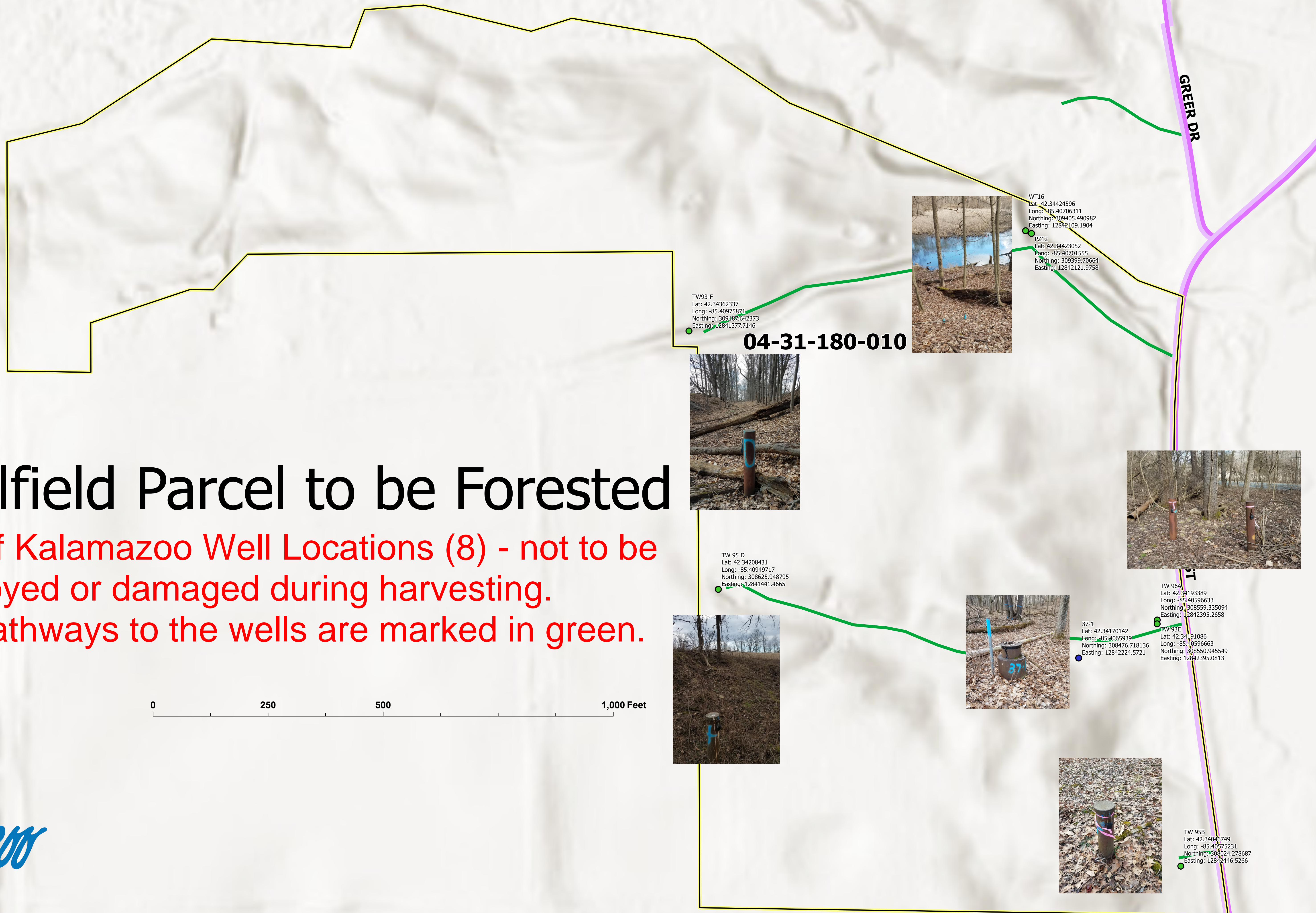


***MAPS***

**Timber Sale Notice**

**Bid Reference # 94752-001.0**

**February 2024**



# Wellfield Parcel to be Forested

City of Kalamazoo Well Locations (8) - not to be destroyed or damaged during harvesting.  
 Old pathways to the wells are marked in green.

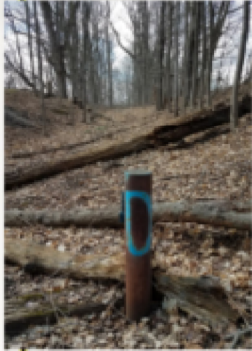


TW93-F  
Lat: 42.34362337  
Long: -85.40975871  
Northing: 309889.642373  
Easting: 12841377.7146

**04-31-180-010**



WT16  
Lat: 42.34424596  
Long: -85.40706311  
Northing: 309405.490982  
Easting: 12842109.1904  
P212  
Lat: 42.34423052  
Long: -85.40701555  
Northing: 309399.70664  
Easting: 12842121.9758



TW 95 D  
Lat: 42.34208431  
Long: -85.40949717  
Northing: 308625.948795  
Easting: 12841441.4665



TW 96A  
Lat: 42.34193389  
Long: -85.40596633  
Northing: 308559.335094  
Easting: 12842395.2658



37-1  
Lat: 42.34170142  
Long: -85.4065939  
Northing: 308476.718136  
Easting: 12842224.5721

TW 93E  
Lat: 42.34191086  
Long: -85.40596663  
Northing: 308550.945549  
Easting: 12842395.0813



TW 95B  
Lat: 42.34045749  
Long: -85.40575231  
Northing: 308024.278687  
Easting: 12842446.5266

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**CITY OF KALAMAZOO**

CITY OF KALAMAZOO

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KALAMAZOO, MI 49007

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CITY OF KALAMAZOO

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KALAMAZOO, MI 49007

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