



# CITY OF IONIA

## REQUEST FOR PROPOSALS

### Harvesting of Fire Wood – Water Well Field Property

REQUESTOR: City of Ionia

CONTACT: Chris Kenyon, Utilities Director  
(616) 523-0165  
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RELEASED: January 2, 2019

PROPOSALS DUE: 11:00 AM, Wednesday, January 16, 2019

DESCRIPTION: The City of Ionia is accepting proposals for the harvesting of fire wood at the City's water well field property located at the end of Union Street. The City recently hired a firm to harvest 79 trees growing on the property in order to promote undergrowth and regeneration. The marketable logs from each tree were removed by the firm but the "tops" of the trees remain. In addition to the tops there are several dead and down trees on the property which can be removed and used for fire wood. The City desires to accept a bid from a firm, individual or group of individuals granting the firm, individual or group of individuals exclusive rights between February 1, 2019 and June 30, 2019 to remove the tops and dead and down trees from the property.

SPECIFICATIONS: The following minimum specifications apply to the removal of wood from the property:

- The area of the well field property that is the subject of this request for proposals is as outlined on the attached map.
- Only the tops and dead and down trees may be removed. Any "standing" dead trees are to remain.

- It is understood by the City that the successful bidder will likely not remove the very small wood and brush that remains from the tops. The successful bidder is to leave small brush in place.
- The period of exclusivity for removing the wood is from February 1, 2019 to June 30, 2019. The City may rebid the removal of any wood remaining after June 30, 2019 through another request for proposal process.
- No new roadways may be created at the well field property in order to add ease in removing the wood. The successful bidder will be asked to access the well field property and remove wood from the site using only Apple Tree Drive.
- No equipment may be stored at the well field property during the wood removal period.
- Every effort must be taken to minimize damage to live trees, the surface of the property and roadways traversing the property.
- Prior to the start of wood removal, the successful bidder and all individuals who may assist the successful bidder, will be required to sign an agreement holding the City harmless from responsibility for any personal injury or equipment damage that may occur while performing pursuant to this request for proposals.

**INSURANCE:** The successful bidder shall maintain during the period of exclusivity automobile and liability insurance and shall provide proof of such coverage prior to removing wood from the property.

**PROJECT SCHEDULE:** The exclusive right to remove fire wood from the property is for the period of February 1, 2019 to June 30, 2019.

The well field property is easily accessible by the general public. The City will make reasonable efforts during the period of exclusivity to monitor the removal of wood from the property to ensure that only the successful bidder, or individuals authorized by him or her, is removing wood from the property. Despite this effort, the City makes no guarantee that unauthorized individuals may remove wood from the property during the period of exclusivity.

**PAYMENT:** The successful bidder will be required to pay the City fifty percent (50%) of the bid price prior to beginning wood cutting and removal from the property. The remaining fifty percent (50%) shall be paid within 30 days of the date of the first payment.

**SITE VISITATION:** Those interested in submitting a proposal are encouraged to visit the site prior to submitting a proposal.

**SUBMISSION DEADLINE:** All proposals must be submitted on the attached Proposal Form by 11:00 AM, Wednesday, January 16, 2019 to Jason Eppler, City Manager, 114 North Kidd Street, Ionia, Michigan 48846, in a sealed envelope marked "Harvesting of Firewood – Water Well Field Property". Proposals received will be publicly opened at the time, date and location previously identified. The City anticipates accepting a proposal within one week of the proposal opening.

**RESERVATIONS:** The City will not consider proposals received after the proposal closing date and time listed above. The City reserves the right to reject all proposals, waive informalities, and accept the proposal that it believes to be in the best interest of its residents.

**CITY OF IONIA**  
**PROPOSAL FORM**  
**Harvesting of Fire Wood – Water Well Field Property**

BIDDERS NAME(S): \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROPOSAL FOR: Harvesting of tops and dead and down trees within a specified area of the City's water well field property.

BID OPENING: 11:00 AM, Wednesday, January 16, 2019 – City Hall

PROPOSALS SUBMITTED TO: Jason Eppler, City Manager  
City of Ionia  
114 North Kidd Street  
Ionia, Michigan 48846

Bid envelopes must be marked:  
“Harvesting of Fire Wood – Water Well Field Property”

To the City:

The undersigned, as Bidder, hereby declares that he has examined the request for proposal documents released by the City of Ionia on January 2, 2019 for harvesting fire wood at the City of Ionia's water well field property and is familiar with the work to be completed.

The undersigned agrees upon submitting this bid that its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal for the above project.

Bidder acknowledges that he has not received or relied upon any representations of any nature whatsoever from the City of Ionia, its agents or employees as to conditions to be encountered in accomplishing the work, and that this bid is based upon the Bidder's own independent judgment.

Bid amount in dollars \$ \_\_\_\_\_

Bid amount in writing \_\_\_\_\_

\_\_\_\_\_

Respectfully Submitted:

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF IONIA**  
**Harvesting of Fire Wood – Water Well Field Property**  
**Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

I, \_\_\_\_\_, hereby acknowledge and am aware that in harvesting fire wood at the City of Ionia’s well field property, by its very nature, involves some danger based on the equipment used and tasks performed. I am participating in this activity with knowledge of the danger involved and hereby assume full responsibility for and risk of bodily injury, death, or property damage due to my negligence or otherwise resulting from any aspect of my harvesting of fire wood.

I hereby waive, release, and forever discharge and covenant to hold harmless for all liability the City of Ionia and any of their elected and appointed officials, officers, agents or employees, any and all other officers, agents or employees, and any and all other persons, firms and corporations of and from any and all claims, damages, costs, liabilities, losses, causes of action, demands in law or in equity, resulting from my negligence and the negligence of the City of Ionia and any of their elected and appointed officials, officers, agents, or employees, any and all other officers, agents or employees, and any and all other persons, firms and corporations, or otherwise resulting from any aspect of my harvesting of fire wood.

I further agree to fully indemnify the City of Ionia and any and all of their elected and appointed officials, officers, agents, or employees from any and all third party claims, damages, costs, liabilities, losses, causes of action, demands in law or in equity of any kind, resulting from acts or omissions on my part at any time upon which I am harvesting wood.

I have carefully read this Agreement and fully understand that it is an agreement to assume all risks and release the City of Ionia from all liability resulting from me harvesting fire wood at the City’s water well field property and sign it on my own free will. I warrant that no promise or inducement has been offered, except as herein set forth, that this waiver and indemnification agreement is executed without reliance upon any statement or representation by the persons or parties released, or their representatives, concerning the nature or extent of any potential damages or legal liability therefore. I further warrant that I am legally competent to execute this document. I intend for this agreement to be binding to myself and my heirs, personal representatives, next of kin, spouse, administrators, successors, and assignees.

Applicant Signature: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

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