INVITATION TO BID

Install Exterior Fencing at Angell Ballfield

The City of Berkley desires to remove existing fencing and install new fencing around the exterior of Angell Park Ballfield located at 3849 Beverly (the fence is on the southern part of the property off of Wiltshire Street). Sealed bids must be submitted via MITN. To register, go to the MITN website: www.MITN.Info. Responses are due by 11 AM on April 1, 2022.

Bid specifications may be downloaded from MITN or the city’s website at www.berkleymich.org. All proposals must be submitted on forms furnished by the City of Berkley and submitted via MITN.

The City reserves the right to accept or reject any or all bids and to waive any formal defects or irregularities in the bids, when deemed to be in the best interest of the City. The right is further reserved to accept a bid higher than the low bid when, in the opinion of the City Council, the public interest will be better served.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability. Reasonable accommodations will be provided for qualified individuals with a disability, if requested.

Matthew Baumgarten
City Manager
Berkley, Michigan 48072
(248)658-3350
CITY OF BERKLEY MICHIGAN
Parks and Recreation Department
3338 Coolidge Hwy, Berkley, Michigan 48072
(248) 658-3470

INVITATION TO BID
Install Exterior Fencing at Angell Ballfield

SCOPE OF SERVICES:

The City of Berkley desires to remove existing fencing and install exterior fencing at Angell Ballfield located at 3849 Beverly, Berkley, Michigan 48072.

The project consists of two (2) divisions. Division 1 includes exterior fencing around the baseball field. Division 2 includes exterior fencing along Bacon and Cummings street which are potential additional items that may or may not be constructed with Division 1 if funds allow.

Division 1: Install Exterior Fencing at Angell Ballfield

1. Remove existing exterior fence where new fencing will be located
2. Supply and install approximately 400’ x 6’ tall commercial grade chain-link fence
3. All posts should be set in 42” concrete footings
4. Restoration of any grass or concrete disturbed during installation

Division 2: Install Exterior Fencing at Angell Property

1. Remove existing exterior fence where new fencing will be located
2. Supply and install approximately 345’ x 6’ tall commercial grade chain-link fence along Bacon Street
3. Supply and install approximately 285’ x 6’ tall commercial grade chain-link fence along Cummings Street
4. All posts should be set in 42” concrete footings
5. Restoration of any grass or concrete disturbed during installation
6. See alternate for 4’ foot exterior fence

Installation of the fencing should be completed no later than 60 days after award of the bid.
CONTRACTOR’S QUALIFICATIONS:

1. EXPERIENCE
   No award will be made to a company that is in violation of any State laws or local ordinances.

2. INSURANCE REQUIREMENTS:
   The Contractor shall comply with the requirements of the Michigan Workmen's Compensation Law, and shall maintain Commercial General Liability insurance, as specified below. Proof of insurance coverage shall be provided to the City Clerk prior to commencing work. All required insurance shall name as Additional Insured’s the City of Berkley, including all elected and appointed officials, employees and volunteers. Such insurance shall include an endorsement that 30 days advance written notice of cancellation or non-renewal of, or material change in, any such insurance shall be provided to the City.

The Contractor shall secure and maintain, during the life of this contract, Worker’s Compensation Insurance as required by Michigan State Law, for all employees performing work under this contract.

The Contractor shall secure and maintain, during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. 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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverage, with limits of liability not less than $500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Contractor shall secure and shall maintain during the life of this contract, Owner’s and Contractor’s Protective Public Liability and Property Damage Insurance in the name of the City of Berkley, in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than $1,000,000 on account of each accident and property damage in an amount not less than $200,000 each accident and $200,000 aggregate.

3. LICENSE TO DO BUSINESS IN MICHIGAN
   At the time of awarding the contract, successful vendor must provide proof to the City of Berkley that the firm/company is licensed to do business within the State of Michigan.

4. RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS
   The City reserves the right to accept any proposal, to reject any and all proposals, and to waive any defect or irregularity in any proposal if it is deemed to be advantageous to the City to do so. In particular, any alteration, erasure, or interlineation in the specifications which are made a part, specifically of the instructions or of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.
The City reserves the right to award the contract for the scope of work in its entirety, or to award any part or parts of the contract. The City also reserves the right to award the any part or parts of the contract to one or more Contractors as it deems advantageous to the City.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this end in view, the form of proposal calls for at least three (3) commercial references concerning their ability to do this particular class of work. The bidder may be required to furnish current evidence of its financial status.

The City reserves the right to determine the acceptability of any Contractor which shall be at the sole discretion of the City.

5. SAFETY
The Contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the City. The Contractor shall comply with all OSHA regulations, as they relate to, and are applicable to the performance of the work of this contract.

The Contractor shall take precaution to secure the area during install given the environment of an active school playground. The install area should be protected to ensure students cannot get to the equipment before install is entirely complete and safety checks have been done.

6. LEGAL CONDITIONS
The Contractor agrees to abide by all Federal, State, County and Local laws and regulations.

7. "SAVE HARMLESS" CLAUSE
To the fullest extent permitted by law, the Contractor shall indemnify, save harmless and defend the City of Berkley, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, loss or damages, including all costs connected therewith, which may be asserted, claimed or recovered against the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected with Contractor’s operations under said contract.

8. IRAN LINKED BUSINESS
An Iran linked business, as defined in the Iran Economic Sanctions Act, 2012 PA 517, is not eligible to submit a bid.

9. Proposals must include the following information as indicated on the six required forms found at
www.berkleymich.net/bids
• Conflict of Interest Disclosure Form
• Contractor/Vendor References
• Hold Harmless and Indemnity Form
• Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
• Non-Collusive Affidavit
• Non-Discrimination Affidavit
CITY OF BERKLEY MICHIGAN
INSTALL EXTERIOR FENCING AT ANGELL BALLFIELD
Basis of Award

Provide the name, title and contact information for the individual authorized to represent your company. Enter the amount of each component of the bid in the spaces provided below.

Submitted by
(company name, Address)

_________________________________________ Date __________

Contact person __________________________________ Title __________________________________

Phone: __________________________ Email __________________________________

How many years has the company been in business? __________

**Division 1**
Remove Existing 405’ x 6’ fencing at location and dispose of materials __________

Supply and install approximately 400’ x 6’ tall commercial grade chain-link fence

Posts set in 42” concrete footings __________

Total Cost for Install Division 1 (materials, freight, labor, restoration): __________

**Division 2**
Remove existing exterior 345’ and 285’ fence where new fencing will be located and dispose of materials __________

Supply and install approximately 345’ x 6’ tall commercial grade chain-link fence along Bacon Street __________

**Provide alternate cost to supply and install approximately 345’ x 4’ tall** __________

Supply and install approximately 285’ x 6’ tall commercial grade chain-link fence along Cummings Street __________

**Provide alternate cost to supply and install approximately 285’ x 4’ tall** __________

Posts set in 42” concrete footings __________

Total Cost for Install Division 2 (materials, freight, labor, restoration): __________
Use this form to provide the names, and contact information for three references (firms) for whom similar services have been provided in the past 2 years. Failure to provide qualified references may be grounds for disqualification of your bid.

**REFERENCE 1:**

COMPANY NAME: ____________________________________________

ADDRESS: _________________________________________________

TELEPHONE: _______________________________________________

CONTACT PERSON: __________________________________________

CONTRACT DATE: ___________________________________________

DESCRIPTION OF WORK: _____________________________________

**REFERENCE 2:**

COMPANY NAME: ____________________________________________

ADDRESS: _________________________________________________

TELEPHONE: _______________________________________________

CONTACT PERSON: __________________________________________

CONTRACT DATE: ___________________________________________

DESCRIPTION OF WORK: _____________________________________

**REFERENCE 3:**

COMPANY NAME: ____________________________________________

ADDRESS: _________________________________________________

TELEPHONE: _______________________________________________

CONTACT PERSON: __________________________________________

CONTRACT DATE: ___________________________________________

DESCRIPTION OF WORK: _____________________________________
Division 1 - Red Line
Division 2 - Yellow Lines