INVITATION TO BID

Install Field Fencing at Community Field 2 and 3

The City of Berkley desires to install fencing around two field fences at Community Park Field 2 and 3 located at 2261 Robina, Berkley, Michigan 48072. Sealed bids must be submitted via MITN. To register, go to the MITN website: www.MITN.info. Responses are due by 11 AM on July 21, 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
INVITATION TO BID
Install Field Fencing at Community Field 2 and 3

SCOPE OF SERVICES:

The City of Berkley desires to install outfield fencing with fence toppers at two fields located at Community Fields 2 and 3, located at 2261 Robina in Berkley, Michigan.

The project consists of two (2) divisions. Division 2 includes work that may or may not be completed as funds allow.

Division I

Install Field Fencing at Community Field 2 and 3:

COMMUNITY FIELD
1. Remove approximately 8’ x 8’ tall commercial grade chain-link fence in fence line
2. Replace fence-line removal with 8’ x 8’ gate
3. Supply and install outfield fencing that is 382’ x 6’ tall commercial grade chain-link fence
4. Fence top protector in yellow corrugated plastic should run the length of the outfield fence line
5. All posts should be set in 42” concrete footings
6. Outfield fence line should be at minimum 200’ and at maximum 205’ from home plate

COMMUNITY FIELD
1. Supply and install outfield fencing that is approximately 325’ x 6’ tall commercial grade chain-link fence
2. Fence top protector in yellow corrugated plastic should run the length of the outfield fence line
3. All posts should be set in 42” concrete footings
4. Outfield fence line should be approximately 180’ from home plate

Division II
1. Remove approximately 100’ of fence on the south end of the batting tunnel west of Community Field 1
2. Install approximately 40’ x 6’ fencing to close off the batting tunnel space

Installation of the fencing should be completed by the end of the calendar year 2022. Ideal time for this installation due to baseball season is mid to late October.
CITY OF BERKLEY
INSTALL FIELD FENCING AT COMMUNITY FIELD 2 AND 3

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.
CITY OF BERKLEY
INSTALL FIELD FENCING AT COMMUNITY FIELD 2 AND 3

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 lined business, as defined in the Iran Economic Sanctions Act, 2012 PA 517, is not eligible to submit a bid.

PROPOSAL CONTENT REQUIREMENTS:
Proposals must include the following information as indicated on the six required forms found at www.berkleymich.net/bids

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
5. Non-Collusive Affidavit
6. Non-Discrimination Affidavit
**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? __________

Remove approximately 8’x8’ tall commercial grade chain-link fence in fence line __________

Replace fence-line removal with 8’x8’ gate __________

Supply and install outfield fencing that is 382’x6’ tall commercial grade chain-link fence __________

Fence top protector in yellow corrugated plastic should run the length of the Outfield fence line __________

All posts should be set in 42” concrete footings __________

Supply and install outfield fencing that is approximately 325’x6’ tall commercial Grade chain-link fence __________

Fence top protector in yellow corrugated plastic should run the length of the Outfield fence line __________

All posts should be set in 42” concrete footings __________

Outfield fence line should be approximately 180’ from home plate __________

Remove approximately 100’ of chain-link fence on the south end of the batting Tunnel west of Community Field 1 __________

Install approximately 40’x6’ fencing to close off the tunnel space __________

Total Cost for Install (materials, freight, labor): __________
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: ________________________________