INVITATION TO BID

Repair and Resurface Tennis Courts at Friends Park

The City of Berkley desires to renovate and repair the two tennis courts at Friends Park located at 2222 Harvard, Berkley, Michigan 48072. Bids must be submitted via MITN. To register, go to the MITN website: www.MITN.Info. Responses are due by 11 AM on May 25, 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
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Repair and Resurface Tennis Courts at Friends Park

SCOPE OF SERVICES:

The City of Berkley desires to renovate and repair the two tennis courts at Friends Park located at 2222 Harvard, Berkley, Michigan 48072

Repair and resurface two tennis courts at Friends Park:

1. Clean entire surface with high pressure power-washer to remove dirt, debris, mildew and stains
2. Remove all site debris generated during the course of the project and legally dispose of same.
3. Fill approximately 618 linear feet cracks with acrylic crack filler
4. Apply RiteWay Crack Repair membrane system to filled cracks
5. Apply one (1) coat of acrylic resurfacer to entire surface
6. Apply two (2) coats of acrylic court surface
7. Stripe tennis court with masked 2” white lines per USTA standards. Also paint 2 pickleball courts (lines only) in different color line paint on top of existing tennis courts

Crack Repair and Surface Coating
Major (1/2” or larger) and minor (less than ½”) cracks shall be repaired. Materials to repair cracks shall be high quality (Sport Master, True Patch or approved equivalent). Contractor shall rout and thoroughly clean all cracks and remove previous crack repair materials that are loose or not bonded well to the court including any rubberized crack filling materials.

Contractor shall remove by brush, vacuum or blower, all dust, dirt and debris before starting work. The surface to receive the coating as specified shall be checked to be free from grease, oil and other foreign materials before starting work. Application shall be in accordance with the manufacturer’s specifications.

Manufacturer (no substitutions)
RiteWay Crack Repair, 4 Sycamore Way, Unit 7A, Branford, Connecticut, 06405
www.ritewaytennis.com
203-433-4791

Schedule
Awarded contractor will determine a mutually agreeable schedule with the Parks & Recreation Director. Work should begin no more than sixty (60) days from award of the bid.

Barriers
The contractor shall at all times have the construction site barricaded off to the general public until such time that the installation is accepted.
**Storage of Materials**
The contractor is responsible for all materials until they are incorporated into the work.

**Clean Up**
The contractor shall keep the premises, public streets and sidewalks free from an accumulation of waste materials, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose it was intended.

**Restoration**
The contractor will repair and restore any area damaged by the use of equipment or machinery. Contractor agrees to repair or replace any grass area, landscaping or sidewalks that are damaged by equipment or machinery.

**Restrooms**
There is one portable toilet restroom available through a city baseball field. However, if the contractor needs closer restroom facilities, they are to provide these and maintain it while it is temporarily in use.

**Certifications**
A copy of your RiteWay certification should be submitted with your 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.

**PROPOSAL CONTENT REQUIREMENTS:**
Proposals must include the following information as indicated on the six required forms found at [www.berkleymich.net/bids](http://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
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? ______________

Clean entire surface with high pressure power-washer to remove dirt, debris, mildew and stains

Remove all site debris generated during the course of the project and legally dispose of same

Fill approximately 618 LF cracks with acrylic crack filler

Apply RiteWay Crack Repair membrane system to filled cracks

Apply one (1) coat of acrylic resurfacer to entire surface

Apply two (2) coats of acrylic court surface

Stripe tennis court with masked 2” white lines per USTA standards
Also paint 2 pickleball courts (lines only) in different color line paint on top of existing tennis courts

Total Cost for Install (materials, freight, labor, restoration): ______________