

CITY OF BERKLEY MICHIGAN PARKS & RECREATION 2400 ROBINA BERKLEY, MICHIGAN (248) 658-3470

INVITATION TO BID

Ballfield Improvements

The City of Berkley desires to improve the softball fields at Oxford Park known as Merchants 1 and Merchants 2 located at 2100 Bacon. Sealed bids must be submitted via MITN. To register, go to the MITN website: www.MITN.info. Responses are due by 2PM on October 5, 2023.

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 Ballfield Improvements

SCOPE OF SERVICES:

The City of Berkley desires to improve two softball fields located at Oxford Park at 2100 Bacon in Berkley, MI 48072.

Ballfield Improvements:

MERCHANTS 1

- 1. Remove extra Washington ball mix in infield. Measurement to be taken off the pitching rubber to a new radius of 50ft.
- 2. Regrade and raise the infield to ease the drop to the outfield grass
- 3. Trench and install a 4" drain tile with geo grid fabric and install pea stone to surround the pipe along back radius where the new grass line with begin. Back fill with sand and topsoil to grade
- 4. Install new drain tile lead underground to storm drain located in the area outside the field. Trench and install a new 4" drain tile with geo grid fabric stretch and install pea stone to surround the pope wrap up the top. Backfill with sand and topsoil to prep for new sod
- 5. Tap the storm drain and core a 4.25 hole in the side of the storm drain to run pipe inside the storm drain
- 6. Grade the soil after backfill and drains are placed and install new sod to complete restoration and cleaning up the infield radius edge
- 7. Bring in grass line 10ft. by removing ball mix and installing top soil and sod
- 8. Use remaining ball mix to create a new warning track along the outfield fence by removing 5ft. of grass and replacing with ball mix
- 9. All city permits for drainage and storm drain connection are the responsibility of the contractor to pull, but fees associated will be waived by the city

Merchants 2

- 1. Remove extra Washington ball mix 60ft out from the infield
- 2. Regrade the drop to the outfield grass
- 3. Trench and install a 4" drain tile with geo grid fabric and install pea stone to surround the pipe along back radius where the new grass line with begin. Back fill with sand and topsoil to grade
- 4. Install new drain tile lead underground to storm drain located in the area outside the field. Trench and install a new 4" drain tile with geo grid fabric stretch and install pea stone to surround the pope wrap up the top. Backfill with sand and topsoil to prep for new sod

- 5. Tap the storm drain and core a 4.25 hole in the side of the storm drain to run pipe inside the storm drain
- 6. Grade the soil after backfill and drains are placed and install new sod to complete restoration and cleaning up the infield radius edge
- 7. Bring in grass line 10ft. by removing ball mix and installing top soil and sod
- 8. Use remaining ball mix to create a new warning track along the outfield fence by removing 5ft. of grass and replacing with ball mix
- 9. All city permits for drainage and storm drain connection are the responsibility of the contractor to pull, but fees associated will be waived by the city.

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 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



CITY OF BERKLEY MICHIGAN

Ballfield Improvements Basis of Award

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:	Emaile
How many years has the company bee	
Remove extra Washington ball mix new radius	in infield. Measurement to be taken off the pitching rubber to a
Merchants 1	Merchants 2
Regrade Infield	
Merchants 1	Merchants 2
	h geo grid fabric and install pea stone to surround the pipe ass line with begin. Back fill with sand and topsoil to grade
Merchants 1	Merchants 2
	und to storm drain located in the area outside the field. Trench eo grid fabric stretch and install pea stone to surround the pope and topsoil to prep for new sod
Merchants 1	Merchants 2
Tap the storm drain and core a 4.25 drain	s hole in the side of the storm drain to run pipe inside the storm
Merchants 1	Merchants 2

Grade the soil after backfill and drains are placed cleaning up the infield radius edge	and install new sod to complete restoration and
Merchants 1	Merchants 2
Bring in grass line 10ft. by removing ball mix and ir	nstalling top soil and sod
Merchants 1	Merchants 2
Use remaining ball mix to create a new warning to grass and replacing with ball mix	rack along the outfield fence by removing 5ft. of
Merchants 1	Merchants 2
Total Cost Merchants 1:	Total Cost Merchants 2:
Total Cost of Project:	



CITY OF BERKLEY MICHIGAN

Ballfield Improvements Contractor References

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:	
REFERENCE 2:	
COMPANY NAME:	
REFERENCE 3:	
COMPANY NAME:	
DESCRIPTION OF WORK:	