



**THE CITY OF BERKLEY
Recreation Department
2400 Robina, Berkley, Michigan 48072
(248) 658-3470**

INVITATION TO BID

REQUEST FOR RESIDENTIAL SNOW REMOVAL SERVICES

The City of Berkley will be accepting proposals for snow removal services (all labor, materials and equipment). Bids will be accepted electronically via MITN, until 10 a.m. Local Time, on October 6th, 2023. To register for the MITN website go to: www.MITN.Info.

Proposal specifications may be downloaded from MITN, or on 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
RECREATION DEPARTMENT
SPECIFICATIONS
RESIDENTIAL SNOW REMOVAL SERVICE – WINTER 2023/2024**

SCOPE:

The City of Berkley, Michigan is requesting sealed bid proposals for the service of providing **residential snow removal** during the **winter of 2023/24 (approximately November 2023 - April 2024)**. The City of Berkley provides home chore assistance to senior residents through outside contractors.

The scope of this request for proposals is to provide a **UNIT COST PER HOME** for basic snow removal. The City of Berkley reserves the right to award contracts to **MULTIPLE CONTRACTORS**. Contractors do not have to provide all types of services and may elect to provide a proposal for just one service. For expediency and when found to be in the City's best interest, the City also reserves the right to award multiple contracts to a single contractor, even if one of his/her bids may not be the absolute lowest received for a specific chore.

The City of Berkley has experienced as many as 40 homeowners requesting snow removal service. Some homeowners request service regularly while others request intermittent service. Therefore, the exact volume and quantity of residential service demands is variable and somewhat unpredictable.

THE SNOW REMOVAL SERVICE DOES NOT INVOLVE MUNICIPAL GROUNDS OR BUILDINGS.

FURTHER INFORMATION:

For further information or details that may not be covered by the attached specifications, please contact Theresa McArleton, at 248-658-3470.

Contractors are invited to attend a "**PRE-BID MEETING**" to discuss the scope of the work with City of Berkley staff. The "**PRE-BID MEETING**" is scheduled for:

**Thursday September 21st, 2023 at 11:00 A.M.
2400 Robina
Berkley, Michigan 48072
248-658-3470**

FREQUENCY:

Contractors will be notified by the city for snow removal when the city staff determines that there has been an accumulation of over **THREE (3) INCHES**. Contractors will begin snow removal only after notification by city staff. Contractors will call **telephone number 248-658-3470** for authorization to begin snow removal.

NOTIFICATION:

The Recreation Department will notify the Contractor(s) of addresses of residential properties which will require snow removal service.

BILLING:

The City of Berkley will issue payments to contractors once a month. Invoices for any month must be submitted to the Parks & Recreation Department by the eighth day following the end of that month. Invoices shall reflect the date and address of a residence where the Contractor has provided service.

CONTRACT PERIOD:

Snow removal will be completed during the months of November 2023 through April 2024. Service will be required when there is snow fall of 3 inches or more.

WORK CREW SUPERVISION:

The Contractor(s) shall, at all times, keep the City streets, alleys, adjoining premises and driveways clean and free of debris caused by snow removal and shall remove all debris resulting from his/her operations. The Contractor(s) shall also, at the end of each workday, remove trucks, trailers, tools and equipment from the worksite and adjacent premises. Contractor's employees shall maintain a neat and clean appearance at all times.

ACCIDENT PREVENTION:

Precautions shall be observed at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

EQUIPMENT:

The Contractor(s) is to provide and insure all of their own trucks and equipment and to maintain the same to operate safely in the public environment. All equipment is to have all M.I.O.S.H.A. required safety guards and shields to protect the public and the operators from injury.

SAFETY STANDARDS:

The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within and around the worksite and shall provide the necessary warning devices, barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within and around the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the appropriate City personnel and is coordinated with the appropriate departments. Traffic control is the sole responsibility of the Contractor(s) and shall be accomplished in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.

REFERENCES:

Contractors are requested to indicate the names of organizations where they have been providing the same type of snow removal service in the past.

EXCEPTIONS/VARIATIONS:

Contractors are to note any exceptions or variations to the specifications, on the attached "**BID PROPOSAL FORM**". Unless noted otherwise, by the Contractor, it will be the understanding of the City that the Contractor can and will comply with all of the terms and insurance requirements of the specifications.

BIDDING:

Two (2) bids are to be submitted on the attached "**BID PROPOSAL FORM**", in accordance with the attached "**NOTICE TO BIDDERS**", as well as the non collusive affidavit through MITN.

BIDDERS ARE ENCOURAGED TO SUBMIT MULTIPLE OR ALTERNATE PROPOSALS, WHICH IF SELECTED BY CITY COUNCIL, MAY RESULT IN A BETTER PURCHASE FOR THE CITY OF BERKLEY.

BIDS ARE TO REMAIN FIRM FOR A PERIOD OF SIXTY (60) DAYS TO ALLOW ADEQUATE TIME FOR EVALUATION AND CITY COUNCIL AWARD.

THE CITY MAY ELECT TO AWARD TO MULTIPLE CONTRACTORS FOR THE SAME LAWN MOWING SERVICE AND/OR THE SAME SNOW REMOVAL SERVICE, TO PROVIDE GREATER COVERAGE TO THE RESIDENTS OF THE CITY OF BERKLEY.

INSURANCE REQUIREMENTS

The awarded Contractor shall not commence work under this Contract, until he/she has obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on his/her subcontract, until he/she has obtained the insurance herein required. **"All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Berkley."**

The Contractor agrees to indemnify, defend and save harmless, the City of Berkley, their agents and employees, from and against all loss or expense (including costs for attorney's fees), for damages to property and for damages because of bodily injury, including death at any time resulting there from, arising out of, or in consequence of the performance of the work pursuant to this contract, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the Contractor, his/her Subcontractors, the City of Berkley and their agents and employees.

WORKER'S COMPENSATION:

The Contractor shall maintain, during the life of this contract, Worker's Compensation Insurance for all of his/her employees who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

PUBLIC LIABILITY:

The Contractor shall procure and maintain, during the life of this contract, public liability and property damage insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.

OWNER'S AND CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and 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 on an occurrence basis with the limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage. The Contractor shall require each of his/her Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR'S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **one-million dollars (\$1,000,000.00) per occurrence and or** aggregate Combined Single Limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall provide the City of Berkley, at the time this contract is returned for execution, the certificates and policies listed below. A guarantee that **thirty (30) days notice** will be given to the City of Berkley, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy. Four (4) copies of the Certificate of Coverage of Contractor's Worker's Compensation Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles. Original policy, or original binder pending issuance of policy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance.

ADDITIONAL INSURED:

The General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement naming the City of Berkley, as additional insured. The following wording shall be used within the Insurance Contract:

“Additional Insured, the City of Berkley, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers thereof.”

LOT SIZE:

Standard residential lawns will be approximately forty (40) feet by one-hundred-ten (110) feet with standard forty (40) by five (5) foot wide concrete city sidewalks. The City will make adjustments in payment for larger, corner or double size lots. Bidders are to indicate the additional cost for lots under **“Exceptions/Variations”** on the attached **“Bid Proposal Form”** or attach additional sheets of explanation.

SNOW REMOVAL:

Snow removal may be by shovel or snow blower. Caution must be demonstrated in the blowing or poling of snow on neighboring homes, vehicles and structures. Snow removal shall include the city sidewalk, walkway to the home, porch, driveway and driveway apron to the street. If the homeowner provides salt

and a scoop at the front porch and requests salting service, the contractor is to salt those areas of the porches, steps and walkways.

A unit price per home per snow removal is requested on the attached "Bid Proposal Form". The unit price shall include all depths of snow greater than three (3) inches.

HOURS OF WORK:

All work shall be performed between the hours of **8:00 A.M. and 9:00 P.M., MONDAY through SUNDAY**, unless otherwise authorized by the City of Berkley.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, the CITY'S officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the CITY and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims (except those Worker's Compensation claims covered by a policy of insurance and so long as the City's insurance has not lapsed or been cancelled by the CITY), of or by anyone whomsoever, arising out of or as a result of any negligent, wrongful, or deliberate act, error or omission on the part of the CONTRACTOR or other whose services are engaged by the CONTRACTOR or anyone employed or controlled by either of them in the performance of the work provided for in this contract. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the contract. The CONTRACTOR shall not commence work under this contract until it has obtained the insurance required under this section, nor shall the CONTRACT permit any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

LICENSE TO DO BUSINESS IN MICHIGAN

At the time of awarding the contract, successful contractor must provide proof to the City of Berkley that the Contractor is licensed to do business within the State of Michigan.

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
RESIDENTIAL SNOW REMOVAL SERVICE
PROGRAM YEARS 2023 - 2024 BID PROPOSAL FORM**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part or this entire proposal. 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 undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service. **BIDS ARE TO BE FIRM FOR SIXTY (60) DAYS.**

SNOW REMOVAL	
<i>LOT SIZE</i>	<i>UNIT PRICE per HOME</i>
Standard Lot	
Corner or Double Lot	
EXCEPTIONS/VARIATIONS	
ABILITY TO PROVIDE THE INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS:	<input type="checkbox"/> YES <input type="checkbox"/> NO
NUMBER OF YEARS PROVIDING THIS SERVICE:	

REFERENCES:

- 1 _____

Contact Person
Organization
Phone
- 2 _____

Contact Person
Organization
Phone
- 3 _____

Contact Person
Organization
Phone

NAME: _____ SIGNED: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ DATE: _____