



**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 at the office of the City Clerk, 3338 Coolidge Highway, until 10 a.m., Local Time, on October 4, 2019 or they can be submitted via MITN. To register for the MITN website: [www.MITN.Info](http://www.MITN.Info). Bids should be sealed and clearly labeled as follows:

- 1) Vendor (Company) Name**
- 2) Address**
- 3) "BID ON SNOW REMOVAL SERVICES"**

Proposal specifications may be downloaded from MITN or the city's website at [www.berkleymich.org](http://www.berkleymich.org). Hard copies are available at the Community Center, 2400 Robina Berkley, MI 48072. All proposals must be submitted on forms furnished by the City of Berkley and submitted via MITN or to the City Clerk's office.

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 2019/2020**

SCOPE:

The City of Berkley, Michigan is requesting sealed bid proposals for the service of providing **residential snow removal** during the **winter of 2019/20 (approximately November 2019- April 2020)**. 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:

Wednesday, September 18, 2019 at 12:00 P.M.

**RECREATION DEPARTMENT  
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**. Due to budget constraints, 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 2019 through April 2020. 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 to the City Clerk's Office, 3338 Coolidge, Berkley, Michigan 48072 or 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.



THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

**NON-COLLUSIVE AFFIDAVIT**

STATE OF MICHIGAN)  
\_\_\_\_\_)SS.  
COUNTY OF OAKLAND)

\_\_\_\_\_, BEING DULY SWORN  
deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signatory

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
a notary public in and for said County.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code & Phone Number

**Please note – city staff cannot notarize this document.**



**CITY OF BERKLEY MICHIGAN**  
**Iran Business Relationship Affidavit**

Effective April 1, 2013 all bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date