

City of Madison, Alabama
Legal Department

Bid Meeting/Review Form

Originating Department: RECREATION

Contact Person: KORY ALFRED

Approved by Finance Committee or in budget
for FY: Yes No

Funding Source: 10-050-7561

Checklist

- Previous bid information no
 - Current contract end date: N/A
 - Desired start date for project: _____
 - Desired council date for award: _____
 - Working with an architect or consultant?
 - Complete specifications including quantities and sizes
 - Any drawings, plans, or maps (include engineer stamped drawings for Public Works projects)
 - Property acquisitions complete?
 - Amount for liquidated damages: \$ _____
 - Is this bid for services, equipment, or both?
 - Startup time required for new vendor: N/A
 - Is this bid part of a larger project? Yes No
 - Does this bid involve multiple phases or large incorporated elements? Yes No
 - Pre-bid conference? Yes No
 - Project completion timeframe: _____
 - Cost estimate/budget as of X date? (list below)
 - Any alternates to be included in bid? Yes No
 - Provided project description for ad? Yes No
 - Geotechnical investigations completed? Yes No
- Is the desired service/equipment available from the Alabama State Bid List, GSA, or from any of the following Purchasing Cooperatives: H-GAC, NCPA, NASPO, Sourcewell, Omnia Partners, BuyBoard, TIPS, or NPPGov.**

Notes: BID # : 2023-003-ITB

BID TITLE: KID'S KINGDOM PERIMETER FENCE

Prebid Checklist for Department Heads

Completed By	Date Completed	Procedure
✓		Obtain the Bid Number from Finance
✓		Give the forthcoming bid a title
✓		Identify the Funding Source
✓		Identify who you want to be the Point of Contact for this bid.
		Go to Municode and create a CONSENT AGENDA item for your bid.
		Forward the CITY CLERK copies of the resolution.
		Notify Finance and Legal when the item is to appear on the CONSENT AGENDA, via email. We will be looking for it.
		Begin to prepare Bid Review Form, Plan Set, Specifications, Ad Synopsis, Cost Estimate, Bidder Pricing Sheet (If needed)
		Notify Legal and Finance the days you would like advertisements to run (The dates MUST be after Consent AGENDA approval)
		<p>Recommend dates for the following:</p> <ol style="list-style-type: none"> 1. Date and time to go live on Procureware. 2. Date, Place and time of Prebid Meeting, 3. Date and time all questions will be answered by. 4. Date, Place and Time of bid opening. 5. Date to be awarded (be sure to allow time for you to evaluate the bids and have the recommendation on the COUNCIL AGEND so that they can approve and award a contract to the winning bidder. 6. Date all documents are due before constrction. 7. Date for NOTICE to PROCEED to be issued by Legal. 8. Number of days allowed for construction or length of contract.

BID Number: 2023-003-ITB

Kid's Kingdom Perimeter Fence

Madison, AL

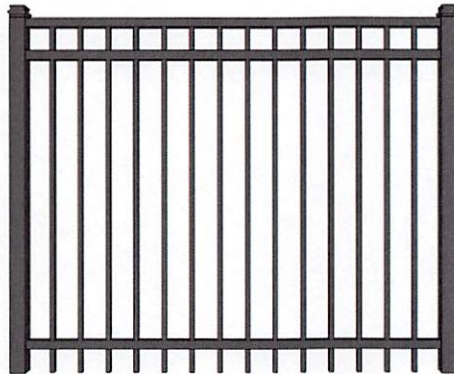
Project Scope

This project consists of contractor purchasing a fencing system to meet the specifications required in bid packet. The contractor will install the new 3 rail fencing system approximately 645ft in length including 4 ADA compliant gates per manufacturer specifications. Contractor will be responsible for all labor and materials to complete this project and must repair any damaged items and leave site in same condition as upon arrival or start of project.

PART 1 – GENERAL

1.1 MATERIAL REQUIREMENTS

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment, labor and installation of the specified fencing as summarized in **Appendix A, Fence Layout Drawing**. The fencing must be installed and operational as per manufactures recommendations, guidelines, and instructions. The contractor shall coordinate with the owner and the manufacturer to meet the installation requirements.
- B. Fence Design
 1. The fencing equipment shall consist of:
 - a. Black power coated steel included pickets, rails, gates, and posts.
 - b. The fencing must have 3 rails per section; top cap rail, second rail 6-12 inches below the top and the third rail 6 inches above the ground.



- c. The pickets must be .75"sq x 18ga
 - d. The rails must be 1.4375" x 1.5" x 14ga
 - e. The posts must be 2.5"sq x 16ga
 - f. The height of the fence & gates must be 5 feet
 - g. The rails must be 4" standard picket airspace between pickets
 - h. Gate hardware must be either black power coated or stainless steel
 - i. The gate uprights must be 1.75"sq x 14ga
- C. Digging or Trenching (Optional)
 1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to: natural gas, electric, water, sewer, cable TV, and telephone.

2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
3. If any digging is required, the hole depth and width shall be adequate to install appropriately size posts and concrete to meet local, IBC Codes and manufacturer's requirements.
4. Holes & trenches shall be backfilled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.

D. Design Standards

1. All work shall meet local and International Building Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local inspectors.

PART 2 – EXECUTION

2.1 CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

A. See section 2.5 for installation details.

- B. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.

C. Insurance Requirements:

1. Contractor's and Subcontractor's Insurance: The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
2. Workman's Compensation Insurance: The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance: The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
4. Subcontractor's Public Liability and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract,

Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.

5. **Automobile Public and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.
- D. **Bonding:** The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of one year. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- E. **Codes, Permits and Licenses:** All work shall comply with the applicable rules of the International Building Code, state and local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

2.2 MATERIALS

- A. **Approved Materials:** All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. **Alternate Materials:** The materials specified have been determined by the owner and are specified as per the owners request for the purposes of this project. The owner reserves the right to reject any or all bids.

2.3 SITE ACCESS

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners. No open ditches or holes shall be left un-marked overnight without safety tape or safety precautions in place.
- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

2.4 REPLACEMENT OF DAMAGED PROPERTY

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

Note: The support poles to be installed under this effort are located close to existing fences. It is the contractor's responsibility to protect the fence from damage during the installation process or dismantle fence sections and reinstall. No matter the method chosen, the fences must be in the same or better condition after the installation of the lighting system as they were found prior to the installation effort.

2.5 INSTALLATION

- A. Manufacturer's Instructions: Written instructions for the installation of the fencing shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. Installation of Equipment: Contractor shall install fencing per manufacturer's stated requirements to ensure fence performance is achieved.
- C. Handling and unloading of Equipment: All fencing and equipment shall be unloaded by the contractor and handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- D. Rigging: Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- E. Completion Time: All construction, after Notice to Proceed, is to be completed in 45 days. If construction is not completed within the specified period, and the delay is due to the fault of the contractor, the owner may charge the contractor liquidated damages in the amount of \$100 per week. The contractor will be required to commence work within ten (10) calendar days after the owner issues a Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

2.6 FENCE QUALITY CONTROL

- A. Upon substantial completion of the project and in the presence of the Contractor, City Inspector, and Owner's Representative, structural integrity, and compliance to manufacturer's specifications will be tested and verified.

- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual install is not in conformance with the requirements of the fence manufacturer. The Contractor shall be liable to any or all of the following if installation of the fencing equipment does not conform to manufacturer's stated requirements:
1. Contractor shall at his expense correct any incorrectly installed materials.
 2. The fencing must be operational upon completion of install.
 3. The contractor will coordinate with the City Inspector to verify proper installation.

1.7. Site Contact an Bid Info

1. The site contact for this project will be Mr. Kory Alfred. All questions concerning this project should be directed to him in writing at Kory.Alfred@madisonal.gov
2. The bid date and time will be at 10:00am on _____, 2023
3. All bids shall be submitted to:

City of Madison
Att: City Clerks Office
100 Hughes Road
Madison, Al. 35758

4. All bids shall be submitted in a sealed envelope with the contractors company name, address and State of Alabama General Contractors number shown on the outside of the envelope.
5. To arrange a site inspection call Mr. Kory Alfred at 256-289-3036
6. A prebid meeting will be scheduled and all contractors will be notified.

**XXXXXXX Kids Kingdom Fence
Bid Form**

Bid date: _____

Bid Time: 10:00am

Bid Summary:

To include fence design, manufacturer information, manufacturer instructions, fence structure specifics, and installation specifics.

Bid Amount: \$ _____

Company Name _____

Company Contact _____

Company Address _____

City _____ **St** _____ **Zip** _____

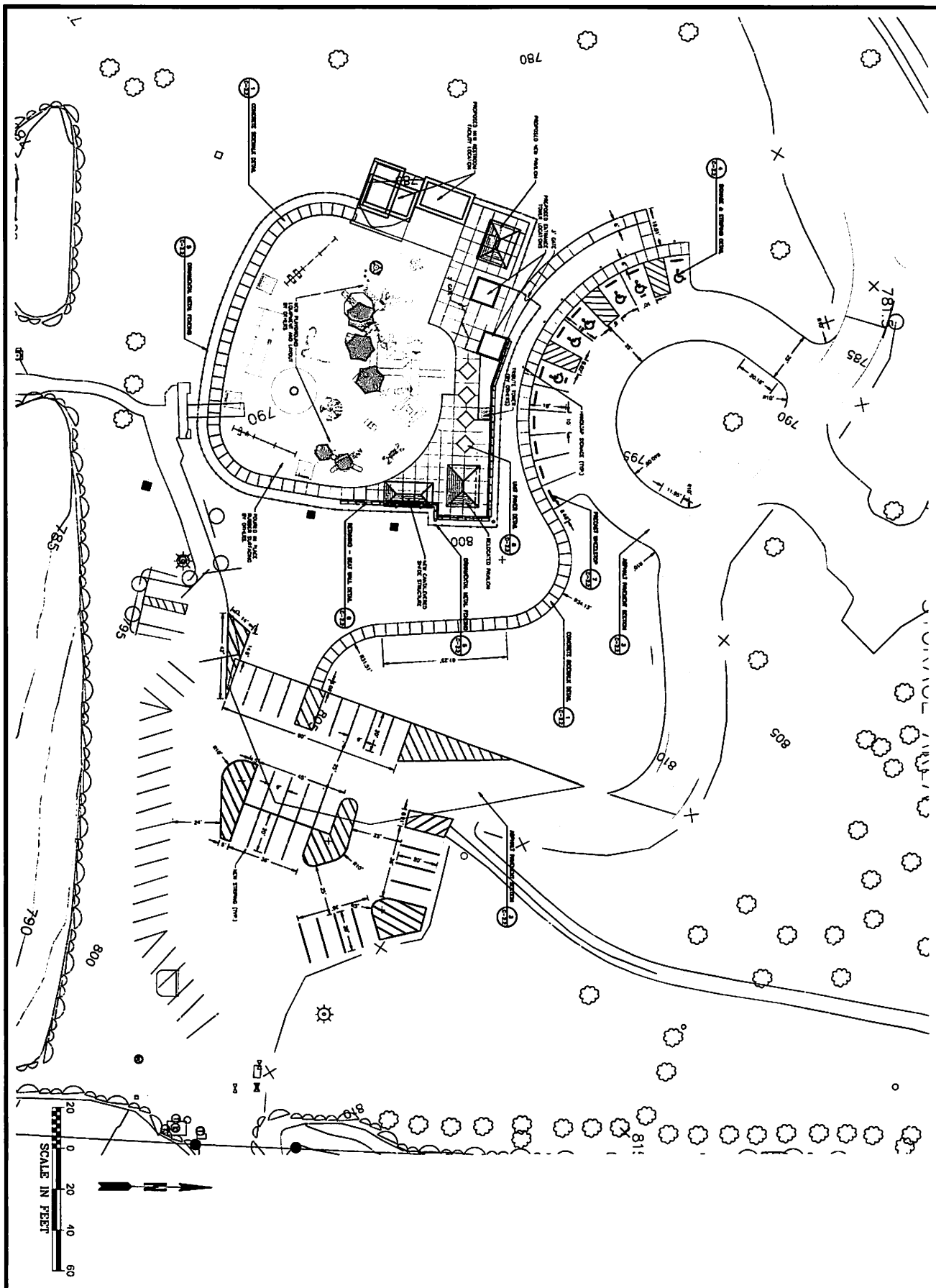
Company Phone Office _____

Company Contact Cell _____

Company Contact Email _____

Company Representative Signature _____

Today's Date _____



12.0 SHEET 4 OF 4	2397.002 PROJECT NUMBER DATE: 09/01/2022 DRAWN BY: [REDACTED]	TITLE	
		KIDS KINGDOM	
		PLAYGROUND RENOVATION	
		CITY OF MADISON, MADISON COUNTY, ALABAMA	
12.0 SHEET 4 OF 4	2397.002 PROJECT NUMBER DATE: 09/01/2022 DRAWN BY: [REDACTED]	REVISIONS	
		NO.	DATE
		DESCRIPTION	BY
		APPROVED BY	DATE

CROY
 603 MADISON STREET, SE
 HUNTSVILLE, AL 35893
 PHONE: (256) 817-8335 FAX: (256) 871-8554

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