



## INVITATION TO BID

# ATTENTION ALL BIDDERS

### Public Works Bid# 2024-19 Sod Installation at North Park Ballfields

Morgan County Commission is soliciting sealed bids for the item(s) listed above. **Bids will be received by the Morgan County Commission on the 5<sup>th</sup> floor at the Morgan County Courthouse, 302 Lee Street NE, Decatur, AL 35601, ATTN: Julie Reeves, until**

**Friday, April 19, 2024 at 1:00 p.m.CDT**

Bids will be opened in the County Commission Meeting room at the location listed above at the above stated time and date. Time is of the essence in submitting bids and only sealed bids received in the Commission office by the time listed above shall be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

Prospective bidders are instructed to read the **General Terms and Conditions** and **Bid Specifications** very carefully. **Bid addendums** will be posted on the county website (<https://morgancounty-al.gov/departments-services/accounting-finance-purchasing>), if necessary. Bids must be made in compliance with the guidelines in the sections referred to herein and each page initialed by the bidder representative to denote understanding of such compliance.

If you have any questions concerning terms or conditions or process of the Request for Bid, please contact the following:

Julie Reeves, Chief Administrative Officer, Morgan County Commission, (256) 351-4735, [jreeves@morgancounty-al.gov](mailto:jreeves@morgancounty-al.gov)

If you have any questions concerning specifications of the Request for Bid, please contact the following:

Sean Dailey, Director of Parks and Recreation, Morgan County Commission, (256) 560-6072, [sdailey@morgancounty-al.gov](mailto:sdailey@morgancounty-al.gov)

Bidder's Initials \_\_\_\_\_

# Morgan County Commission General Terms and Conditions

(PLEASE READ AND INITIAL EACH PAGE)

**Preparation and Submission** - All bids must be typed or handwritten in ink on the attached Bid Proposal Form. **Please place the Bid Proposal Form in front of and separated from all other documents included in the bid packet.** Bids submitted in pencil and bids not submitted on the Bid Proposal Form will **not** be considered. **All corrections and erasures shall be initialed and dated by the bidder representative.** Bids that are submitted without being signed will automatically be rejected. Only information contained on the attached bid form will be considered in evaluating bids.

**Envelopes containing bids must be sealed and marked as follows:**

- **Name and address of the bidder**
- **Bid number: “BID ENCLOSED: 2024-19: Sod Installation at North Park Ballfields”**
- **Date and hour of opening: “1:00 P.M., 4/19/2024”**
- **Addressed: “Morgan County Commission / 5<sup>th</sup> Floor / 302 Lee Street NE, Decatur, AL 35601”**

Envelopes containing a “no bid” shall also include the words, “NO BID” on the outside of the envelope. Facsimiles and emails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above and must be delivered prior to the bid opening time. The Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Commission office by the deadline stated in the bid request.

**Bonds** - All bonds shall be made payable to the Morgan County Commission. The bonds shall be written by a surety licensed to do business in Morgan County, Alabama and shall be satisfactory to the Owner.

**Bid Bond:** A bid bond executed by a surety authorized to make such bonds in Alabama or a cashier’s check drawn on an Alabama Bank in the amount of not less than five (5) percent of the Bid but not more than Ten Thousand Dollars (\$10,000.00), must accompany each bid. Said bond will be returned after award to successful bidder, unless forfeited by a violation of bid terms by bidder.

**Performance Bond:** The successful contractor shall execute a performance bond, with penalty equal to one hundred percent (100%) of the amount of the contract price.

**Labor and Materials Bond:** The successful contractor shall execute a labor and material payment bond, with penalty equal to fifty percent (50%) of the contract price as

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security for the payment of all labor, equipment, materials, services and fees in connection with this contract.

## **Insurance Requirements-**

**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 county administrator, nor shall the contract allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.

**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.

**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 \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$1,000,000 each occurrence and aggregate.

**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 for the contractor in the amount specified.

**Automobile Public and Property Damage Insurance:** The contractor and each of his subcontractors shall procure and maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$300,000 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.

**Insurance Policy Requirement:** The insurance policies required by sections above shall name Morgan County, a body corporate, the Morgan County Commission together with their commissioners, appointees, directors, officers, agents, servants and employees as additional insureds and certificates of such insurance, showing the inclusion of such additional insureds, shall be presented to the County prior to commencement of the work.

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# Morgan County Commission General Terms and Conditions

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Furthermore, the insurance policies required by sections above shall not be canceled, non-renewed or changed unless said cancellation, non-renewal or change has prior written approval from the Owner.

**Contract Payments** - Contract will be paid in accordance with the Code of Alabama 1975 § 39-2-12. Contract shall be paid as a lump sum contract if completed within 30 days. If project extends past 30 days, the contractor may request partial payments once a month which will be paid according to Code of Alabama 1975 § 39-2-12.

Upon completion and acceptance of all work required, contract will be paid in full less liquidated damages and 2.5% (5% of 50%) withheld as retainage. The contractor will be paid in full once the project is completed and accepted by the Owner and upon presentation of the following:

- 1) A properly executed and duly certified voucher for payment.
- 2) A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- 3) Proof of advertisement of project completion (four consecutive weeks).

**Other Compliance/Legal Assurances** - The Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are an equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.

All contractors and employees are subject to Morgan County's drug-free workplace policy in substantial compliance with the Alabama Drug-Free Workplace Act of 1995, **Code of Alabama 1975**, SS 25-5-334 et seq.

All bidders must comply with applicable sections of the Alabama Public Works Law, **Code of Alabama 1975**.

All work with comply with all Federal, State, City and Local Regulations and Ordinances as related to the type of work performed.

All work shall be in compliance with applicable codes.

Contractor shall obtain all permits as required at no cost to the owner.

Contractor must be licensed by the State of Alabama and provide a copy of such license.

Contractor must provide a W-9 with bid submission documentation.

Alabama Code Section 39-3-5, resident contractor preference, applies.

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# **Morgan County Commission General Terms and Conditions**

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The Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.

Contractor must enroll in or be enrolled in E-Verify as a condition of the contract. By submitting this proposal, the contracting parties affirm, for the duration of any awarded contract, that they will not violate the federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**Indemnification and Liability** - Under this section the term County shall include Morgan County, the Morgan County Commission, the officers, appointees, department heads, agents, and employees of the Morgan County Commission.

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor's performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

**Bid Prices** – All bid amounts shall be submitted on the attached Bid Proposal Form. Bid amounts are all inclusive. No additional expense beyond the bid items pricing will be considered for payment. Prices quoted shall remain firm for a minimum of 30 days from the date of opening of the bid, unless so stated differently in the bid.

**Bid Exceptions/Deviations/Substitutions** – The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Commission is seeking to purchase. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality, standard, general style, type, minimum functionality or character of the item desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. The bidder must indicate compliance or list detailed exceptions to each specification item for consideration. The bidder must provide satisfactory proof that the alternative product is, in fact, equal to the product described in the specifications. Any substitution of an item during the term of this bid (if applicable) must be of equal or better quality than the item bid. Failure to comply with any part of this provision could be cause for

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rejection of the bid. Morgan County shall be the sole judge as to whether the submitted products meet or exceed the list products functionality, specifications and quality level.

**Bid Award/Rejection** – All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. Unless Special Terms and Conditions of the bid specify otherwise, the Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of the Commission. The Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:

- a. Failure to use the bid forms furnished by the Commission
- b. Lack of signature by an authorized representative on the Bid Proposal Form.
- c. Failure to properly complete the bid form.
- d. Evidence of collusion among bidders.
- e. Unauthorized alteration of the bid form.
- f. Failure to furnish bonds or security, as required.
- g. Inclusion of an “escalator clause” unless so stipulated in the Special Terms and Conditions.

Morgan County Commission  
**BID SPECIFICATIONS**  
Public Works Bid #2024-19  
located at 58 North Park Drive, Decatur, AL 35603

**Scope of Project:**

1. Site

- A. Bidder SHALL inspect the site before placing bid.
- B. The Bidder shall accept the site in its present condition. The County assumes no responsibility for the condition of existing buildings, structures, and other property within the construction area, or the condition of the property.
- C. Any material removed from the site shall be completely removed from the site and disposed of properly. The contractor must observe all laws & ordinances governing the hauling and disposal of debris. Storage or sale of removed items or materials on-site will not be permitted.

2. Sod

- A. Furnish approximately 85,000 Square Feet of sod
- B. Sod shall be well rooted stock of 419 Bermuda. The sod shall be free of weeds, undesirable native grasses, insects, and diseases, and shall be free of thatch and organic-material layering.
- C. The turf shall be inspected in the growing field by Owner to assure compliance.
- D. Provide sod layer with soil layer of uniform thickness with maximum 5 percent deviation.
- E. Sod shall be cut to minimum 30-inch-wide rolls, minimum 50 feet long.

3. Installation

- A. Install approximately 85,000 Square Feet of sod
- B. Furnish all labor, equipment, transportation, insurance, fees, permits, bonds, materials and any other items to complete said project as required.
- C. Lay sod within 24 hours of being lifted from farm.
- D. Lay sod parallel with sidelines of the field. Install a single header of sod around the perimeter of the field to align the rows and to provide clean, uniform cuts at the ends.
- E. Rake and smooth out irregularities in the grade just before sod is laid. Take care not to allow depressions and high spots in final grade.
- F. Pull side and end joints closely together without overlapping or leaving gaps. Carefully smooth joints.
- G. Cut out irregular or thin sections with a sharp knife to a minimum size of 3 ft. roll width and replace with full depth, knife cut sections that completely fill open area. Thin or torn patch pieces are not allowed.
- H. Do not fill in spaces adjacent to curbs, pavements, or the header strips with small pieces of sod. Abut or overlap pavement, curbs, and header strips with

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a full piece and trim to the overhang, leaving complete, full roll without patches at the edges.

- I. Excess sod to be used in common area between the two fields.

#### 4. Acceptance

- A. Acceptance fo work shall be contingent upon the decision of the Owner.
- B. The owner will be responsible for watering and allowing the sod to “grow in.”

#### 5. Liquidated Damages

##### A. Duration

1. The allowable construction period is as submitted by the bidder on bid sheet line item Project Allowable Calendar Days.
2. The notice to proceed will be issued by the Morgan County Commission Office once the contract, bonds and insurance is in place. Charged time starts as defined in the notice to proceed.
3. The construction period may be considered in the award of the contract. Fewer construction days may add value to the project.

##### B. Liquidated damages

1. Liquidated damages in the amount of One Hundred Dollars (\$100.00) a day for site conditions plus Two Hundred and Fifty Dollars (\$250.00) per day for remaining sod installation shall be charged beginning on the 1st day after bidder’s “Project Allowable Calendar Days” (from bid page) time ends and continue until the project is completed.
2. Project shall be considered completed when the site condition has been accepted by the Owner and the Scope of Work items are completed and approved by the Owner and any regulatory agency having jurisdiction.
3. The site condition shall encompass cleaning the site of construction and debris materials caused by operations daily.



**Site Sketch**





STATE OF ALABAMA  
COUNTY OF MORGAN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily on the day same bears date.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

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

Bidder's Initials \_\_\_\_\_