

INVITATION FOR BID September 28, 2026

INVITATION FOR BID NUMBER	IFB 26-054	
NAME OF BID	Annual Contract for Easement Vegetation Maintenance	
BIDS WILL BE RECEIVED AT	MAWSS Purchasing Dept. Bid Box East Visitor Entrance 4725 Moffett Road Mobile, AL 36618	If sending bids by UPS/Fed Ex, deliver to: 1610 Shelton Beach Rd. Ext., Mobile, AL 36618 Attn: Purchasing with IFB# marked on envelope
MANDATORY PRE-BID MEETING	9:00 am on October 8, 2026 in the Operations Center Board Room	
BID OPENING DATE	October 20, 2026	
BID CLOSING TIME	10:30 am Central Time	
AWARD WILL BE MADE BY	Total Cost	
CONTRACT PERIOD	11/1/26 through 10/31/27 with two 1-year extension options	
MATERIAL DELIVERED TO	MAWSS Warehouse 1610 Shelton Beach Road Ext. Mobile, AL 36618	
CONTRACT ADMINISTRATOR	Chad Bailey (251) 327-3299 abailey@mawss.com	
APPLICABLE SDP POLICY	17-01	

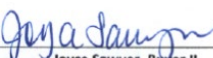
Sealed bids must be in the Purchasing Department no later than the time specified to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words **"IFB 26-054 Easement Vegetation Maintenance"** or **"IFB 26-054 NO QUOTE."** Facsimile or email bids will not be accepted.

All bids must be submitted on the attached forms, or your bid will be disqualified. Bidder shall furnish all the information required by the solicitation. The bidder's name must be typed or printed on the bid sheet and signed by the bidder or appropriate authorized executive officer of the bidder's company. Bidders must initial any changes or erasures. Bidders should retain a copy of bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by signing and returning each addendum or by identifying the addendum number and the date on the bid form. Failure to acknowledge receipt of any addendum by a bidder will result in rejection of the bid if MAWSS determines that the addendum contains information that materially changes the requirements.

All bids shall be quoted FOB Destination, freight prepaid with no additional charges. Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS's best interest.

A Purchase Order and this "Invitation for Bid" with "Specifications," "Conditions," "Bid Form," signed by the successful bidder's authorized representative, and all attached drawings and other documents furnished by MAWSS to the bidders with the Invitation for Bid in order to illustrate the contract requirements, will constitute a contract for the goods and/or services to be purchased.


Joyce Sawyer, Buyer II
Board of Water and Sewer Commissioners

IFB 26-054 EASEMENT VEGETATION MAINTENANCE CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Easement Vegetation Maintenance** in our Purchasing Department Bid Box located at the East Visitor Entrance at 4725 Moffett Road, Mobile, AL. 36618 **no later than 10:30 a.m.** local time on **October 20, 2026**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the East Visitor Entrance. Award will be by **Total Cost**. The bidder offers and agrees, if this bid is accepted, to furnish the items as defined in the specifications for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama. All items shall be delivered to **1610 Shelton Beach Road Ext., Mobile, AL 36618** or to the job site as needed. The bidder shall state the expected length of delivery time on the Bid Form.

A **mandatory pre-bid meeting** will be held between representatives of Contractor and representatives of MAWSS prior to the bid opening. The mandatory pre-bid is scheduled for **9:00 a.m. on October 8, 2026**, in the MAWSS Operations Center Board Room located at 4725 Moffett Road located in the East Visitor Entrance.

Bidder understands and agrees that this bid estimates the work to be completed and the contractor will be compensated by MAWSS on an "as needed" basis to maintain easements. MAWSS shall not be committed to the amount of work to be completed.

Bidder understands that his/her bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS's best interest.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by the MAWSS Purchasing Buyer prior to award. In such cases, unit prices shall not be changed.

It is the responsibility of the bidder to determine prior to the bid opening whether any amendment, additions, deletions or changes of any type have been made to this Invitation for Bid, Conditions, Specifications, Bid Form or any other bid documents. Bid documents and any amendments made to this bid will be posted on our website at www.mawss.com.

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid can be furnished upon request. It is the responsibility of the bidder to read and make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at supplier.diversity@mawss.com for any questions regarding this policy. **Bidders MUST acknowledge receipt of this policy by submitting the SDP Policy Acknowledgement and the Subcontracting Plan/Good Faith Effort form with the bid proposal, regardless if using a Diverse Contractor/Supplier or not.** Contractors are required to use Contractors/Suppliers only in the areas for which the Contractors/Suppliers are certified.

Reporting Requirements, if using a diverse contractor/supplier:

"The Contractor **must file a written report** with MAWSS's Supplier Diversity Office with a copy delivered to Accounting **once a month** documenting the Contractor's continuing compliance with the MAWSS Supplier Diversity Program. This report will list all Diverse Contractor/Supplier's subcontractors and supplier's currently performing work or providing supplies for the contract."

Invoicing Requirements: MAWSS requires additional information for all work performed and services provided. On the vendor's invoice for payment should be a detailed listing of work performed, services provided, dates completed, locations involved, and any other pertinent information needed to verify the work and/or services were completed in accordance to the bid specs. This additional information can be supplied in the form of detailed invoices, work orders, checklists or any other documents used to track the work performed or services provided but details must be included on the actual invoice. A copy of the invoice and these additional details must be sent to the "ADDITIONAL INFORMATION CONTACT" found on Page 1 of the bid documents and a copy emailed to Accounts Payable at AcctsPayable@mawss.com.

END OF CONDITIONS

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
PROPOSAL**

TO: BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and contractual documents relative thereto, and has read all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, permits, means of transportation and labor necessary to complete the construction of:

**IFB 26-054
ANNUAL CONTRACT EASEMENT VEGETATION MAINTENANCE**

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Bid Form are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed, and fully complete performance within duration specified in the scope of work.

The parties hereto acknowledge and agree that time is of the essence for performance of this Contract. The parties agree that in the event the Work is not completed within the time herein specified, the Owner may retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. The parties agree that this dollar amount represents their agreed upon stipulation as to the damages which the Owner will have sustained per day due to the failure of the Contractor to complete the Work within the time stipulated, and that this amount is not a penalty.

If agreed to by the contractor and approved by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama by means of a written approval, the contract may be extended up to two (2) additional one (1) year increments. However, no guarantee is implied or expressed that said extension of the contract time will be approved after the initial duration of the contract. With no exceptions, the unit prices bid shall remain in effect for the duration of the contract. The contractor shall not exceed the contract amount or termination date without a written approval from the board. Any work performed without said written approval will be at the contractor's expense.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
PROPOSAL (cont.)**

Bid Bond

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of five percent (5%) of this bid, not to exceed \$1,000, accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check or notarized bid bond on the Bank of _____
(Name of Bank or Surety)

for the sum of _____ Dollars and _____ (\$ _____)

made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

KNOW ALL MEN BY THESE PRESENT:

THAT we: _____
(Name of Contractor) By: _____ Title: _____

And _____
(Name of Bank or Surety) By: _____ Title: _____

Are held and firmly bound unto The Board of Water and Sewer Commissioners of the City of Mobile, Alabama, as Obligee, in the full and just sum of:

_____ Dollars and _____ (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

By _____
(Legal Signature)

(Printed Name and Title)

Witness: _____
(Legal Signature)

Witness: _____
(Legal Signature)

SIGNED, SEALED AND DELIVERED ON _____
Date

BIDS WILL NOT BE CONSIDERED, UNLESS ACCOMPANYING BID BOND IS SIGNED BY PRINCIPAL AND SURETY, OR IN LIEU THEREOF, A CERTIFIED CHECK, OR IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT FROM YOUR BANK MUST ACCOMPANY THE PROPOSAL.

CONTRACTOR'S LICENSE NO: _____

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
PROPOSAL (cont.)**

Failure to affix a handwritten signature at the end of the following notification may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorneys' fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties as identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

Contractor Name

Street

City

Signature

IFB 26-054 EASEMENT VEGETATION MAINTENANCE GENERAL CONDITIONS

Contractors submitting bids must have all the applicable City, County, and State Licenses.

All bid and construction requirements listed in the Board of Water and Sewer Commissioners Standard Specifications must be complied with.

Bids will be considered only from Contractors with experience in related type work with a proven record of customer satisfaction. ***This scope of work constitutes (ROW) Right-of-Way Maintenance; therefore, if the bid amount exceeds \$100,000.00 the contractor must possess the proper license obtained through the Alabama General Contractors Board at the time of bid opening.*** The bidder must submit, as part of the bid document, a list of at least four (4) customers where similar work has been performed within the last two (2) years. The following information must be included:

- Name and address of customer
- Contact person and phone number
- Description of work performed, including size of area treated

The Contractor is required to have a vendor application on file with the Mobile Area Water & Sewer System (MAWSS) prior to receiving a contract. The Contractor may submit the application with their bids, but it has to be on file or submitted before award of the project. Vendor applications can be obtained by contacting the Purchasing Department of the Mobile Area Water & Sewer System or online.

The Board of Water and Sewer Commissioners of the City of Mobile retain the right to reject any and all bids. The Board also reserves the right not to award if the cost given is not in the best interest of the Board.

The Contract will be awarded to the lowest responsible bidder meeting the specifications. Background checks will be performed for the successful bidder.

After awarding this bid, and prior to any work being performed, a pre-construction meeting will be held between the bidder and the MAWSS Contract Administrator. The purpose of the meeting will be to review all matters concerning the project. All future work should be coordinated with the Contract Administrator.

The bidder shall have adequate personnel to complete the required work in the time allowed by MAWSS. All field personnel working on this project shall wear company ID badges or uniforms displaying the company name. All Contractor vehicles used on this project shall have a sign or logo displaced on the outside of the vehicle.

No work shall be permitted on Saturday, Sunday, or Holidays unless approved in advance by MAWSS. Work will be performed from 7 a.m. to 7 p.m. during Daylight Savings Time and 7 a.m. to 5 p.m. during Standard Time.

During the routine course of work by the Contractor's personnel, should they encounter a manhole overflow, evidence of an overflow, broken water lines, broken sewer lines, or erosion problems, this information should be reported immediately to the MAWSS project representative.

An invoice for work completed may be submitted at the end of each month. The invoice shall contain the MAWSS contract number. The vendor's invoice should be a detailed listing of work performed, services provided, dates completed, locations involved and any other pertinent information needed to verify the work and/or services were completed in accordance to the bid specs. This additional information can be supplied in the form of detailed invoices, work orders, checklists or any other documents used to track the work performed or services provided but details must be included on the actual invoice. All work itemized on the invoice must be completed and inspected before payment will be approved. The invoice should be submitted to the Easement Maintenance Department, c/o Chad Bailey, 1610 Shelton Beach Road Extension, Mobile, Alabama, 36618 or emailed to abailey@mawss.com. An additional copy should be emailed to acctspayable@mawss.com.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
GENERAL CONDITIONS (cont.)**

1. Scope:

The purpose of this contract is to provide the Owner with a contractor that is capable to mow and trim grass, remove bushes, trees, dead trees on ground or other obstruction from MAWSS Water and Sewer Line Easements. The work shall consist of the contractor furnishing all labor, materials, supplies/equipment to perform stated work. The Contractor will be given listings of work to be performed. The work on a single listing may or may not be in the same geographic area. There may be months when no listing is provided. The Owner may identify priorities for each listing. The priority items on a listing shall be completed first.

The listings may include information obtained from the Owner's records regarding existing locations. Should variances to the condition be discovered during maintenance, the Owner reserves the right to make adjustments. Areas designated in the listing for the work may be revised as directed by the Owner to accommodate actual materials and/or conditions discovered during the contract time.

2. Award of Contract:

The Owner shall award this Contract to the lowest responsible and responsive BIDDER who has neither been disqualified nor rejected based on the Total Base Bid. The OWNER reserves the right to reject any or all Bids, including without limitation, the right to reject any or all non-conforming, non-responsive or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The OWNER also reserves the right to waive any informality not involving price, time or changes in the Work. The OWNER may conduct investigations, as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the BIDDERS to perform the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid if any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

3. Description of the Work

The Contractor shall cut the grassed areas to a minimum height of 2 inches and a maximum height of 3 inches. Grass cutting must be accomplished in a manner such that it is free of scalping, rutting, bruising, and uneven and rough cutting. Grass clippings shall be uniformly distributed with no excess grass clumps, piles or rows. Prior to cutting, the Contractor shall remove and dispose of all fallen trees, rubbish, debris, and trash, which include rocks, paper, and other portable objects within the easement area. The Contractor shall not mow over bags or trash. Any bags or trash encountered shall be removed prior to mowing. Additionally, the contractor shall remove and dispose of trees (up to 4" in diameter), dead trees (up to 6" in diameter) on the ground, any seedlings and saplings growing with the easement area. The Contractor shall dispose of all rubbish and debris at an approved waste facility. An additional height of vegetation clearance shall also be required along the easements. A clear zone 18' high above the easement width shall be maintained. This vertical clearing can be accomplished with pole mounted clipper and etc.

4. Work Orders/Photos:

As MAWSS moves to a complete mobile workforce, we are now requiring contractors to use our Infor work order system to assign and complete work for the Easement Vegetation Contract. The contractor who is awarded the contract will be provided with a login by the MAWSS IT Department. Work will be issued via work orders by MAWSS. The contractor will be required to complete the work order through a few simple steps. The contractor will also be required to take photos and attach them to the work orders. A training session will be provided to the contractor after award of the contract but before any work begins. Maps will still be provided upon request.

5. Area to be Mowed:

A map will be provided upon request to show where the work is to be done but does not accurately define the exact boundaries of the cutting area and the complexity of each area. The exact boundaries will be determined in the field with the assistance of the MAWSS Contract Administrator.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
GENERAL CONDITIONS (cont.)**

6. Schedule:

The Schedule for performing work will vary depending on time, location and quantities required for particular project site.

The intent of this project is to provide vegetation maintenance by the following methods:

- A. At least 48 hours prior to beginning work, the Contractor shall distribute fliers stating the 24-hour phone number and contact name to the homes/businesses close to the work area. This is a subsidiary obligation of the various contract bid items.
- B. All listings of work are on public property and contractor shall make a video of the area where work will be performed prior to starting work.
- C. The Contractor shall complete restoration of the property and right-of-way that was damaged by his operations. Area cleanup shall be performed daily in order to properly maintain all areas.

7. Sequence of Construction:

Prior to the start of construction of each listing, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.

8. Trimming:

In conjunction with grass cutting operations, the Contractor shall trim (utilizing weed-eater equipment, and etc.) around manholes and areas that cannot be cut by machine (such as ditch banks) to match the height and appearance of the surrounding grassed area. Trimming must be accomplished in a manner such that it is free of scalping, rutting, bruising, and uneven and rough cutting. Trimming and mowing shall be done at approximately the same time, but in no case shall they be further apart than one day.

9. Contractor Operations:

The Contractor shall furnish all labor and equipment to perform the mowing operation. The Contractor will cut, mow and trim all grass using tractors, rotary mowers, self-propelled mowers, weed eaters, blowers, and hand trimmers. The type of tools or machinery required to do the work satisfactorily will be determined by the Contractor based on his review and inspection of the individual areas. In the event, MAWSS determines the equipment is not performing satisfactorily, the Contractor may be directed to use a different type of equipment.

10. Safety:

Strictly enforcing mowing safety in accordance with manufacturer's recommendations shall be the responsibility of the Contractor. The Contractor shall make every attempt to direct discharge from mowers away from all persons, vehicles, etc. Mowing equipment shall not be operated unless all screens and wire guards are in good working order.

11. Method of Measurement:

Measurement shall be per linear feet measure along center line of easement length and shall be based on measurement on maps of the easements.

12. Listings Contract Time:

The Owner desires to have the required work completed as soon as possible following contract award. The Contractor shall consider this schedule requirement when submitting proposals. The Contractor shall begin work on each listing the following workday after the date on which said listing is issued to the Contractor. Actual Contract time requirements will be prorated based on the values in each listing. The Contractor shall complete the listed work within two (2) days for every **6,000 feet** in that listing. For example: The Contractor is given a listing with 60,000 feet in one listing. This work shall be completed in 20 calendar days (10 * 2 days =20 days) from the date on which the listing was issued.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
GENERAL CONDITIONS (cont.)**

13. Work Data Summary:

Work will be done following maps provided by MAWSS. Upon completion of each map of work, contractor will supply a work summary. This consists of an overview of the project on a week-to-week basis including the amount of linear feet of easement maintenance and the names and hours of labor worked for each supervisor, equipment operator and skilled labor employee. The summary shall also indicate the equipment utilized for this project.

14. Payment of Work:

Payment will only be made for the work performed and accepted. No payment will be made for damages caused by the Contractor to the existing system. Any damage to the existing system, right-of-way, or private property as a result of performing the work described herein, shall be immediately repaired at the Contractor's expense.

The Owner reserves the right to delete, reduce, or increase, as necessary, any bid item or item of work. No adjustments shall be made to the contract unit price for any bid items due to these revisions.

15. Basis of Payment:

The unit price bid for each items of clearing shall be compensation in full for furnishing all materials, labor equipment, and incidentals as necessary for completion of each linear foot of easement cleared.

16. Evaluation of Control of Work:

The first control evaluation will be performed 10 days after mowing begins. If remediation is required, remediation work shall be performed within the next 30 days. This cycle of mowing, evaluation and remediation shall continue until all easements in this contract are completed. If at the time of the evaluation Owner (MAWSS) and Contractor disagree as to whether the desired specifications set forth in this contract bid are complete, a second evaluation shall be made within 10 days.

17. Best Management Practices Plan For Construction Activities:

The Contractor shall implement an Erosion Control Plan for construction activities. If the Board of Water and Sewer Commissioners is cited by ADEM for non-compliance with the Erosion Control Plan or Excessive Erosion as the result of non-compliance by the Contractor, the Contractor shall be held responsible for any monetary fines imposed.

18. Reporting SSOs and Unpermitted Discharges Prevention:

The CONTRACTOR shall immediately report any unpermitted discharges and sanitary sewer overflows (SSOs), including, but not limited to, manhole overflows, lift station overflows, sewer line breaks, and collection system by-pass spills to the Contract Administrator, Engineer, if applicable, or Owner. The Contractor must record all unpermitted discharges or SSOs on the Contractor SSO/Unpermitted Discharge Reporting Form shown in Appendix N of this document. The Owner will file an SSO Report with ADEM as stipulated in the Sanitary Sewer Overflow response plan. The Contractor shall also clean the area impacted by the SSO and mitigate any damages to the environment or public health resulting from the spill.

If the CONTRACTOR does not properly report an unpermitted discharge or sanitary sewer overflow and the overflow is learned of by other means, the Contractor shall pay the Owner \$5,000. The CONTRACTOR causing the unpermitted discharge or SSO may be named in any regulatory and public notifications regarding the spill.

19. City of Mobile and Mobile Count Permits and Codes:

It is the sole responsibility of the CONTRACTOR to obtain all required construction permits for this scope of work prior to commencing field construction activities. The CONTRACTOR shall comply with all required federal, state and local codes that pertain to construction activities.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
GENERAL CONDITIONS (cont.)**

20. Compliance with Laws and Regulations

Contractor shall comply with all laws and regulations pertaining to providing mowing on easements. Contractor is responsible for any liabilities associated with the damage of gates, livestock, fences and other appurtenances adjacent to easements, including without limitation the following:

- A. The contractor is responsible for opening and closing gates as required by landowner and lowering and raising fences as needed to cut the easements.
- B. The damage or destruction of landowner properties, livestock, and vegetation beyond easement, gates, fences or other appurtenances is the responsibility of the contractor.

21. Accessibility of Easements:

MAWSS will grant access to all right-of-ways. Also, the pipeline will be marked or defined and the width of easement given. Contractor is required to show due respect to the adjacent landowner's property and to cooperate and maintain good working relationship with these landowners and/or their agent(s). Any difficulty experienced must be reported to MAWSS immediately. While contract personnel are on easements owned, leased, or operated by MAWSS, they must be prepared to provide identification to persons inquiring about their operations. The telephone number to the contractor's home office and to MAWSS must be available to field personnel at all times. MAWSS will provide, when applicable, identification markers to identify field personnel as contract employees.

No contract employee under this contract may perform work on easements owned, leased, operated, or otherwise controlled by MAWSS without the notification of the appropriate MAWSS management, or designated representative or management. A MAWSS representative must be present, or contractor must have obtained consent before beginning any work.

22. Termination of Contract due to Reduced Scope of Work:

Should the Owner find that the Contractor is unable to complete his contract work due to the inability to obtain specified materials or satisfactory substitutes therefore or labor, because of laws, rules or regulations placed into effect or the ability of industry to produce specified materials within a reasonable time: the Board may, by written notice, relieve the Contractor from that portion of the contract which cannot be performed. Also, shall the Board determine that further prosecution of the work on a project will not be in the best interest of the public, the Board may, by written order, eliminate or delete any or all remaining items of work on a contract.

The deletion or elimination of work under the above condition will in no way affect the unit prices bid in the contract. Work actually performed will be paid for at the contract unit bid prices. Should relief from performance of the contract or any portion thereof directly cause the loss of any work or materials already furnished under the terms of the contract, the Contractor will be reimbursed for the actual cost of salvaging the material or as mutually agreed to.

If, by the deletion of work items, the volume of work completed is too small to compensate for the organization and moving of equipment to and from the work, consideration will be given to reimbursement for actual cost thereof; the intent being that an equitable settlement be made; compensation for this, however, shall not exceed the percentage differentiation between plan quantities and actual quantities performed, and if 50 percent of the estimated work was performed, no compensation for the organization and moving of equipment to and from the work will be allowed. In no event will a claim for loss of anticipated profits be considered. The deletion or elimination of work under the above condition shall in no way relieve the Contractor from his responsibility for work actually performed nor any just claims as a result thereof.

The Owner reserves the right to terminate this contract at any time at the Owner's discretion without providing reason to the Contractor. A 30-day notice will be given.

END OF GENERAL CONDITIONS

IFB 26-054 EASEMENT VEGETATION MAINTENANCE SPECIAL PROVISIONS

SAFETY AND HEALTH REQUIREMENTS:

NOTICE TO CONTRACTORS, VENDORS, SUPPLIERS AND DELIVERY COMPANIES PERFORMING WORK FOR THE BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE:

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54) and any amendments or additions thereto.

The Contractor shall be familiar and comply with the Board's Safety Rules Handbook in so far as it augments the specific regulation referred to in this Section.

The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- A. All employees on the Work and other persons and organizations who may be affected thereby.
- B. All the Work and materials and equipment to be incorporated the rein, whether in storage on or off the site.
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Contractor shall procure the referenced safety and health regulations, shall keep them on file, and shall require all supervisory personnel to become familiar with them.

1. Any party performing work or making deliveries on Mobile Area Water and Sewer System (MAWSS) property, public property, or private property for the MAWSS shall report details of any accident causing injury to employees other than MAWSS personnel within 24 hours to the designated MAWSS employee having responsibility for that work site or work activity.

Upon notification to appropriate MAWSS site personnel, the Contractor will notify the MAWSS Safety Department in written format as found on the "MAWSS Contractor Accident Report" so that records may be maintained for informational purposes.

The Board of Water and Sewer Commissioners will not accept liability for accidents or injury to personnel, damage to equipment or theft of property involving contractors, vendors, suppliers or delivery companies.

2. To conduct business with the Board of Water and Sewer Commissioners, contractors, vendors, suppliers or delivery companies must certify in writing that they have in force a drug and alcohol policy at least equal to that established for the Mobile Area Water and Sewer System's zero tolerance drug policy.

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
INSURANCE REQUIREMENTS**

- A. **General:** The Supplier shall provide insurance in accordance with the required specifications. A current certificate of insurance must be provided with your bid. MAWSS does not need to be named as an additional insured on this certificate until bid is awarded.
- B. **Supplier Coverage:** The Supplier shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Supplier allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, the Supplier shall provide such insurance protection for the subcontractor and such subcontractor's employees.
- C. **Casualty Insurance:** The following insurance coverages (with limits not less than specified herein) shall be maintained by the Supplier for the duration of the Contract, affording coverage for any claim arising out of Supplier's operations herein, whether by the Supplier or by any subcontractor or by any Employee or Agent of either:
1. Claims of employees under Worker's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
 2. Claims arising out of bodily injury, sickness, disease, or death of any person other than employee.
 3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor (so-called "Personal Injury").
 4. Claims arising out of damage to or destruction of tangible property, including loss of use.
 5. The Supplier shall furnish certification of insurance and policies verifying that the above coverages are in effect before commencing any work, and that each policy is endorsed to give the Owner 30-day notice in writing in the event of cancellation or material change therein.

Policies of Insurance shall state that the Owner and the Owner's employees be named as additional insureds on the Supplier's Automobile Liability and Commercial General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of the Owner. If Supplier is exempt from Worker's Compensation, the Supplier shall provide written documentation as to why they are exempt. Where applicable, the U.S. Longshore and Harbor Workers' Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement (to include coverage under Jones Act) shall be attached to the policy. Both the U. S. Longshore and Harbor Workers and the Maritime Coverage shall have limits equal to or greater than the employer's liability coverage.

6. Rated by AM Best – A- or better. For non-admitted companies, a rating of A or better by AM Best.
 - a. At the discretion of the Board, worker's compensation insurance may be placed through a qualified worker's compensation self-insurance fund.

b. **Limits of Liability:**

Worker's Compensation	Statutory
Employers' Liability	\$500,000 Each Accident \$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee
Commercial Automobile	\$1,000,000 Each Accident Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and Non-Owned Automobiles
Commercial General Liability	\$1,000,000 per Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate per Project \$2,000,000 Products & Completed Operations Aggregate \$100,000 Fire Damage Liability

Umbrella Liability: In addition to the basic limits previously set out for Commercial General Liability, Products and Completed Operations, Automobile Liability and Worker's Compensation, coverage shall be issued with a "pay on behalf of" wording, including Personal Injury and other extensions, and provide coverage at least as broad as that afforded by the primary insurance policies.

Extensions (only if applicable):

Blanket Contractual Liability	Blanket Collapse and Underground Coverage
Personal Injury	Broad Form Property (including Completed Operations)
Host Liquor Liability	Employees as Additional Insureds
Non-owned Watercraft Liability	Incidental Medical Malpractice
Worldwide Products	Extended Bodily Injury (Assault and Battery)
Fire Legal Liability	
Newly Acquired Organizations	

When and if the use of explosives for blasting purposes appears necessary or desirable, such methods shall not be undertaken without written authorization of the Owner, and then only provided that acceptable extensions of liability coverage have been obtained specifically to include the explosion ("X") hazard and the collapse ("C") hazard. The policy of general liability shall include the special underground property damage coverage (providing the so-called "U" hazard) on a blanket basis.

- D. **Property Insurance:** The Contractor shall assume complete responsibility for safe-guarding all portions of the work in progress, whether completed or not, until such work has been accepted by the Owner, and shall maintain such insurance to protect himself against perils which may cause such property to be damaged or destroyed. This coverage shall be similar to the former All Risks of Physical Loss Form, including, if available, Collapse. Title to such work in progress, whether completed or not, shall remain vested in the Contractor until finally accepted by the Owner.
- E. **Owner's Protective Liability:** The Supplier shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Board of Water and Sewer Commissioners of the City of Mobile, d/b/a MAWSS, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed so that the premium is to be paid by the named Supplier.

END OF INSURANCE

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
SDP POLICY ACKNOWLEDGEMENT***

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid has been included in this package. It is the responsibility of the bidder to read and make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at supplier.diversity@mawss.com for any questions regarding this policy.

Bidders MUST acknowledge receipt of this policy and submit the documentation with the bid proposal.

Bidders shall take all necessary and reasonable steps in accordance with this Policy to ensure that Diverse Contractors/Suppliers have the maximum allowable opportunity to compete for subcontracts and contracts for services, supplies, or other goods. Bidders shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS contract.

The following documentation must be included in the bid proposal.

- SDP Policy Acknowledgement and
- Subcontracting Plan

Please refer to the attached policy for more information regarding these requirements as well as all other requirements, if participating in the SDP Program.

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to all requirements of this policy.

Company Name _____

Submitted By _____ Title _____
Please Print

Signature _____ Date _____

***Required to sign and return with bid**

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
SUBCONTRACTING PLAN/GOOD FAITH EFFORT***

In order for your proposal to be considered, you must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below and include this form in your proposal.

Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature may cause for rejection of your bid.

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Diverse Contractors/Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS SDP Policy 16-01 (for public works projects), SDP/Supplier Diversity Policy 17-01 (for contracts for other goods and services), and links to organizations that have information on SDPs/Diverse Suppliers can be found by visiting our website at <https://www.mawss.com/bids/supplier-diversity-program/>.

STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO SDP/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS	TOTAL %
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO SDP/DIVERSE SUPPLIER	TOTAL \$
AMOUNT BID FOR THIS CONTRACT	TOTAL \$

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are SDPs / Diverse Suppliers by writing "Yes" or "No" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the SDP / Diverse Supplier is certified with. Attach additional sheets if needed.

SUBCONTRACTOR/VENDOR NAME	SDP/DIVERSE SUPPLIER (Yes or No)	% OF CONTRACT	CERTIFICATION GROUP (ALDOT, ADECA, SRMSDC, BCIA, WBENC)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CAUTION: ACCURATELY COMPLETE ALL PARTS OF THIS FORM AND SIGN BELOW.

GOOD FAITH EFFORT AKNOWLEDGEMENT/AFFIDAVIT

I/WE EXERCISED GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS' SDP REQUIREMENTS.

BIDDER/COMPANY

BY (Signature)

***Required to sign and return with bid**

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
BID FORM**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT PRICE DOLLARS/CENTS</u>	<u>TOTAL DOLLARS/CENTS</u>
1	Mowing & Minor Clearing of Linear Easements (6'-12' wide)	LF	100,000		
2	Mowing & Minor Clearing of Linear Easements (12'-25' wide)	LF	100,000		
3	Mowing & Minor Clearing of Linear Easements in Wet Area (6'-30' wide)	LF	930,000		
4	Owner's Contingency Allowance	LF	1	\$50,000	\$50,000
5	Insurance and Bonds	LS	1		
TOTAL \$					

Note: The estimated quantities listed in this proposal are for determining the low bidder and in no way represent the quantities for this annual contract. If the unit price bid is considered high by the Owner, the Owner may use other forces to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

Company Name _____ Payment Terms _____

Address _____

City, State, Zip _____

Submitted By _____ Title _____

Please Print

Phone _____ Email Address _____

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to all terms and conditions of this agreement.

Signature _____ Date _____

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
CONTRACTOR INFORMATION SHEET**

List of Contact Persons, Phone & Email Addresses:

Placing Orders: _____

Customer Service: _____

Accounts/Receivable: _____

Emergencies: _____

On-site Service Representative: _____

On-site Service Representative Phone Number/Email _____

Company owned equipment? _____

**IFB 26-054 EASEMENT VEGETATION MAINTENANCE
REFERENCES**

The following is a list of customers where the bidder has done related work:

Name of Customer	Address	
Contact Person	Phone	Email
Type of Work		

Name of Customer	Address	
Contact Person	Phone	Email
Type of Work		

Name of Customer	Address	
Contact Person	Phone	Email
Type of Work		

Name of Customer	Address	
Contact Person	Phone	Email
Type of Work		



IFB # 26-054 Easement Vegetation Maintenance Purchasing Bid Checklist

Vendor must initial each section below indicating compliance with statement. Failure to complete this form and provide requested documentation could result in rejection of your company's bid.

- _____ 1. All licenses required per the bid specs and any other state and local licenses, if applicable.
- _____ 2. Bid Bond or Cashier's Check included in bid package.
- _____ 3. Insurance Requirements met and copy provided.
- _____ 4. Mandatory Pre-Bid Meeting attended.
- _____ 5. Supplier Diversity Package included.
- _____ 6. References included.
- _____ 7. Understand Proposal, General Conditions, Special Provisions, Specifications outlined in bid package.
- _____ 8. Agree to invoicing and work order requirements outlined in bid package.

By signing below, bidder agrees they have read and understand the terms of this bid.

Business Name of Bidder

Signature of Bidder or Authorized Agent

Date