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**Mobile Area Water and Sewer System**  
 4725 Moffett Rd Suite A  
 Mobile, AL 36618-2236  
 PO Box 180249  
 Mobile, AL 36618-0249

**INVITATION FOR BID**  
**July 13, 2023**

INVITATION FOR BID NUMBER	IFB 23-038
NAME OF BID	Installation of Flow Meters at East Reservoir
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
MANDATORY PRE-BID MEETING	8:00 a.m. on July 20, 2023 at the Shelton Beach Rd. Facilities
BID OPENING DATE	July 25, 2023
BID CLOSING TIME	3:00 pm Central Time
AWARD WILL BE MADE BY	Total Cost & Lead Time
MATERIAL DELIVERED TO	1610 Shelton Beach Rd. Ext., Mobile, AL 36618
ADDITIONAL INFORMATION CONTACT	Billy Wilkerson (251) 604-5840 Email: <a href="mailto:bwilkerson@mcwinc.com">bwilkerson@mcwinc.com</a> or Markus Moore (251) 721-0828 Email: <a href="mailto:mamoore@mawss.com">mamoore@mawss.com</a>
APPLICABLE SDP POLICY	17-01


Sealed bids must be in the Purchasing Department no later than the time specified in order 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 23-038 Flow Meters Install at East Reservoir" or "IFB 23-038 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 23-038 FLOW METERS INSTALL AT EAST RESERVOIR CONDITIONS**

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Flow Meters Install at East Reservoir** in our Purchasing Department Bid Box located at 4725 Moffett Road Suite A, Mobile, AL 36618 **no later than 3:00 p.m.** local time on **July 25, 2023**. Award will be by **Total Cost & Lead Time**. 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 our **Shelton Beach Road Facilities located at 1610 Shelton Beach Rd. 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 at 8:00 am on July 20, 2023 at the East Reservoir located at 1610 Shelton Beach Rd. Ext., Mobile, AL 36618.**

Bidder understands and agrees that manufacturer and part numbers are provided for descriptive purposes only. Items of equal or better quality will be considered but must be approved by MAWSS in writing. Upon delivery, if the quality, durability or performance of any product represented as equal or better is determined by MAWSS to be unsatisfactory, MAWSS will require a suitable substitute or will require that the originally specified item be delivered, at the unit price originally offered by bidder. All items provided shall be for commercial use and for the purposes reflected in the contract documents.

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.

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 of the other bid documents. Bid documents and any amendments made to this bid will be posted on our website at [www.mawss.com](http://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 meet the requirements of this policy. Please contact the Supplier Diversity Program Manager, Felicia Thomas, at 251-694-3194 or [ftomas@mawss.com](mailto:ftomas@mawss.com) for any questions regarding this policy. **Bidders MUST acknowledge receipt of this policy and submit all the required documentation with the bid proposal.** Important SDP Policy excerpt:

**“Contractors are required to use Diverse Contractors/Suppliers only in the areas for which the Diverse Contractors/Suppliers are certified.”**

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid can be found on our website by clicking on the following link:  
[https://www.mawss.com/uploads/final---supplier-diversity-17-01---approved-1-7-21-\(updated-changes-2-3-2021\).pdf](https://www.mawss.com/uploads/final---supplier-diversity-17-01---approved-1-7-21-(updated-changes-2-3-2021).pdf).

Invoicing Requirements: MAWSS is requiring 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](mailto:AcctsPayable@mawss.com).

**END OF CONDITIONS**

**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 all Contract Documents relative thereto, and has read the Board's Standard Specifications and 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, means of transportation and labor necessary to complete the following Work:

Installation of Flow Meters  
at East Reservoir  
PROJECT NO. M5712-2758

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other 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 other 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 Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for this Contract 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.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE DOLLARS/CENTS</u>	<u>TOTAL DOLLARS/CENTS</u>
W-4	36" DIAMETER DOGHOUSE MANHOLE, INCLUDING STONE FOUNDATION	EA	1		
W-4A	48" DIAMETER DOGHOUSE MANHOLE, INCLUDING STONE FOUNDATION	EA	1		
W-17A	1" FLOW METER, INCLUDE CABLE AND CONDUIT ON 36" LINE	EA	1		
W-17B	1" FLOW METER, INCLUDE CABLE AND CONDUIT ON 48" LINE	EA	1		
W-18	36" X 2" TAPPING SADDLE AND VALVE	EA	1		
W-18A	48" X 2" TAPPING SADDLE AND VALVE	EA	1		
C-1	CONTINGENCY ITEM	LS	1	\$10,000	\$10,000
<b>BASE BID TOTAL:</b>					

**Notes:**

1. The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this contract. If the Owner considers the unit price bid too costly, the Owner may use other resources to perform that item.
2. The contract amount performed shall not exceed MAWSS budget for this work, which may be significantly less than contract amount awarded.
3. Proposals in which the unit or lump sum prices bid are obviously unbalanced may be rejected in accordance with MAWSS standard specifications.

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 Engineers to proceed, and fully complete performance within **one hundred twenty (120)** consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid 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 on the \_\_\_\_\_

\_\_\_\_\_ Bank of \_\_\_\_\_

or a Bid Bond for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

By \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

Witness: \_\_\_\_\_  
(Legal Signature)

Witness: \_\_\_\_\_  
(Legal Signature)

CONTRACTOR'S LICENSE NO:

\_\_\_\_\_

BIDDER acknowledges receipt of the following ADDENDA:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SDP SUBCONTRACTING PLAN

In order for your proposal to be considered, 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 will be 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), MAWSS's list of certified Disadvantaged Business Enterprises (SDPs) / Diverse Suppliers, and lists of organizations that have information on SDP's / Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194).

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 \$

If the above percentage is zero or is less than 15%, be sure to include your Affidavit of Contractor's Good Faith Efforts to Meet Subcontractor / Vendor Diversity Goals and all supporting documentation in your bid package.

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. (If you are not using any subcontractors or vendors, you will need to write "zero" below and sign the form.)

SUBCONTRACTOR/ VENDOR NAME	SERVICE TYPE	DBE/DIVERSE SUPPLIER? Yes or No	% OF CONTRACT AMT	CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, ADECA, WBENC, VOSBA)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

**WE WILL EXERCISE GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS' SDP REQUIREMENTS.**

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
BY

**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 meet the requirements of this policy. Please contact the Supplier Diversity Program Manager, Felicia Thomas, at 251-694-3194 or [fthomas@mawss.com](mailto:fthomas@mawss.com) for any questions regarding this policy. **Bidders MUST acknowledge receipt of this policy and submit the all required 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**
- SDP Subcontracting Plan **and**
- Written correspondence from each Diverse Contractor/Supplier

**OR**

- SDP Policy Acknowledgement **and**
- SDP Subcontracting Plan **and**
- Affidavit of Contractor’s Good Faith Efforts to Meet Supplier Diversity Goals **and**
- Documentation supporting the statements in the Affidavit

Please refer to the attached policy for more information regarding these requirements as well as all other requirements of this policy.

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

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

Submitted By \_\_\_\_\_ Title \_\_\_\_\_  
Please Print

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 1**  
**INSURANCE REQUIREMENTS**

1.0 **GENERAL:**

The Contractor must provide insurance coverage and proof thereof for the duration of this Contract.

- A. **CONTRACTOR COVERAGE'S:** The Contractor 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 Contractor 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 principal contractor shall provide such insurance protection for the subcontractor and subcontractor's employee.
- B. **INSURANCE:** The following insurance coverage's (with limits not less than specified herein) shall be maintained by the Contractor for the duration of the Contract, affording coverage for any claim arising out of the Contractor's operations herein, whether by the Contractor or any subcontractor or by any Employee or Agent of either.
- i. 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.
  - ii. Claims arising out of bodily injury, sickness, disease or death of any person other than employees.
  - iii. 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")
  - iv. Claims arising out of damage to, or destruction of, tangible property, including loss of use.

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.



**LIMITS OF LIABILITY:**

Worker's Compensation	Statutory
Employer's Liability	\$500,000 Each Accident \$500,000 By Disease Each Employee \$500,000 By Disease - Policy Limit
Commercial Automobile	\$1,000,000 Each Accident Bodily Injury and Property Damage Combined
General Liability	\$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate

- C. **OWNER'S PROTECTIVE LIABILITY:** The Contractor 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 Owner, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 combined bodily injury and property damage. Policy premium is to be paid by the named Contractor.
- D. **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 and Employer's Liability, Contractors Shall Provide Umbrella Liability limits of \$5,000,000.00 per occurrence and aggregate.

E. **PROPERTY INSURANCE:**

- i. 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.
- ii. **Coverage Form:** Coverage shall be provided on an actual completed value Builder's Risk Form or, if more appropriate, an installation floater in the joint name of the Contractor and Owner for the duration of the Contract.

**The Owner (MAWSS) has the option of providing Builder's Risk coverage for any projects undertaken by a Contractor. If the Owner exercises this option, the Contract Proposal will appropriately indicate this and provide for separately showing the costs of the Builder's Risk coverage in the Bid.**

- F. **CERTIFICATION:** The Contractor shall furnish policies verifying that the above coverages are in effect before commencing any work, and that each policy is endorsed to give the Owner 30 days' notice in writing in the event of cancellation or material change therein. Certificates of Insurance shall state that the Owner be named as additional insureds on the Contractor's Automobile Liability and Comprehensive General Liability policies. In respect to Worker's Compensation, Waiver of Subrogation shall be issued in favor of the Owner.

## **SECTION 2**

### **SPECIAL PROVISIONS**

#### **2.01 GENERAL QUALIFICATIONS OF BIDDERS:**

All bidders acknowledge that a bidder's financial stability, its ability to furnish the necessary equipment and materials throughout the project, and the knowledge, training, and experience of its employees are important to prevent interruption of service and inconvenience to Owner, to protect the environment and public health, and to ensure completion of a quality product in the allotted time.

Bidders shall be licensed as Contractors when required by law, and shall have appropriate specialty designation(s) if required for the project.

Each bidder must be able to submit proof that bidder as an entity [whether the bidder is a person, corporation, partnership, firm, company, or other entity] as well as bidder's supervisory employees [including project superintendent, project manager, and forepersons] have had a minimum of two (2) years' experience immediately preceding the submission of the bid, performing work of a similar scope and complexity. Bidder must be able to present proof that Bidder and its supervisory employees completed this similar work in a satisfactory and safe manner.

Each bidder acknowledges that failure to present proof that Bidder as an entity and Bidder's supervisory employees have satisfactorily performed similar work for at least two (2) years immediately preceding the submission of this bid shall result in rejection of bid.

Each bidder must be able to furnish proof that it owns, or has in its possession and control, appropriate and sufficient equipment to properly and efficiently perform all work required under this contract.

#### **2.02 CONTENTS OF PROPOSAL FORMS:**

The Owner will furnish to Bidders, Specifications containing a blank Proposal Form showing description of the Work contemplated, the approximate estimate of the various quantities of the pay items of the Work to be performed and materials to be furnished, the amount of the Proposal Guaranty, and the date, time, and place of opening of Proposals, and the time in which the Work must be completed. All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached or altered.

#### **Failure to submit a subcontracting plan will result in your bid being considered non-responsive.**

All bidders shall submit a plan for the use of small and small disadvantaged businesses as subcontractors. The form provided with the Proposal shall be used for this purpose.

#### **2.03 INTERPRETATION OF APPROXIMATE ESTIMATES:**

Although the estimate of quantities of work listed in the Proposal Form are the results of calculations made from field surveys or other available information, they are to be considered as only approximate estimates of the quantities of the different pay items and are to be used only as a basis for comparing bids for awarding the Contract.

Such quantities, including the classification thereof, may or may not be representative of the actual conditions encountered during construction and the Owner does not guarantee that the approximate quantities given will hold strictly in the construction of the Work.

Final payment to the Contractor will be made for only the actual quantities of the respective pay items of the Work performed, at the Contract unit prices bid in the Proposal, in accordance with the Plans and Specifications, as finally determined from actual measurements made during the progress or after completion of the Work, and if, upon completion of the Work, the actual quantities of the respective pay items performed shall be more or less than the quantities estimated in the Proposal, the Contract unit prices bid in the Proposal will still prevail, except as otherwise hereinafter provided.

**2.04 EXAMINATION OF PLANS AND SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK:**

All Bidders are required to examine carefully the site of the proposed Work, the Proposal Form, Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, and the Contract and Bond Forms, and it is mutually agreed that the submission of a Proposal shall be prima-facie evidence that the Bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of Plans, General Conditions, Standard Specifications, Supplemental Specifications, Special Provisions, Contract and Bonds, and as to the contingencies. Bidders shall satisfy themselves that the Work can be completed within the time set forth in the Contract. Bidders shall also familiarize themselves with and shall comply with the requirements of all federal, state, and local laws and ordinances which may directly or indirectly affect the Work or its prosecution, persons engaged in or employed on the Work, and the materials or equipment used in the Work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

**2.05 PREPARATION OF PROPOSAL:**

The Bidder's Proposal must be submitted on the Proposal Form furnished him by the Owner.

The Bidder must specify, with figures, a unit price for each of the separate items for which a quantity is given in the Proposal Form (except when alternate bids are called for on items) and shall show the products of the respective unit prices and the estimated quantities in the columns provided for that purpose, as well as the gross sum for which he will perform all of the estimated work required by these Standard Specifications, Supplemental Specifications, Special Provisions, and the Plans. The Engineer will check the gross sum given in the Proposal, and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the Proposal shall prevail and this shall be the Contract Bid Price. The Proposal shall be properly signed by the Bidder.

**2.06 SAFETY AND HEALTH REQUIREMENTS:**

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

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.

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. 91-54) and any amendments or additions thereto, where excavation and trenching are required the contractor shall comply with the requirements of OSHA Excavation and Trenching Safety Regulations (29 CFR Part 1926 – Excavation, Final Rule), 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 protection to prevent damage, injury or loss to:

3. All employees on the Work and other persons and organizations who may be affected thereby.
4. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
5. 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.
6. 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. The Contractor shall notify owners of adjacent property and of Underground

Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to above in Paragraphs 2 and 3 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's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable.

7. 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 at the job site, and shall require all supervisory personnel to become familiar with them.

**2.07 VENDOR APPLICATION:**

The Contractor is required to have a vendor application on file with the Mobile Area Water & Sewer System prior to receiving a contract. The Contractor may submit the application with their bids, but 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.

**2.08 BASIS OF AWARD:**

The OWNER shall award the Contract to the lowest responsible and responsive BIDDER based on the Total Base Bid price.

The OWNER reserves the right to reject any and all bids at their sole discretion.

**2.09 RECEIPT OF BIDS:**

Hand delivery of bids shall be made at MAWSS, 4725 Moffett Road, Mobile Alabama 36618.

## **SECTION 3**

### **GENERAL REQUIREMENTS**

#### 3.1 GENERAL:

The Contractor shall provide all labor, equipment, materials, permits, and incidentals necessary to install in Proposal for the time period of **one hundred twenty (120) days** after the Notice to Proceed is issued.

Location maps, and site plans, details and technical specifications are provided in the Appendix.

The anticipated work shall include the installation of flow meter assemblies at Stickney Water Treatment Facility, East Reservoir.

MAWSS will assist in handling the connections related to the communication and SCADA for the flow meters.

#### 3.2 PAY ITEM DESCRIPTIONS:

**W-4 & W-4A Doghouse Manhole:** The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) precast doghouse manhole (of various sizes), complete in place and in accordance with the plans and these specifications.

**W-17A & W17B 1" Flow Meter:** The unit price bid for this pay item shall be compensation in full for providing all labor, equipment (cable and conduit) and incidentals necessary to furnish and install one (1) each (EA) and requirements identified at prebid meeting, complete in place and in accordance with the plans and these specifications.

The flow meter shall be FloMotion Magnetic Flow Meter Sensor Model #MS3810-1A4A0P; Electronics Model # MV210-BOB1B2A0A0; Cable Model # C014-JB093 (300'); Sealant Resin Part # RES01 or equal.

**The Contractor shall have the manufacturer Rep for the flow meter to verify the length and size requirements of the two individual runs of cable.**

**W-18 & W-18A Tapping Saddle and Valve:** The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) tapping saddle and valve (of various sizes), complete in place and in accordance with the plans and these specifications.

**C-1 Contingency:** Contingency Allocation allowance for work related to this project.

# APPENDIX





For reference /information only



QUOTATION

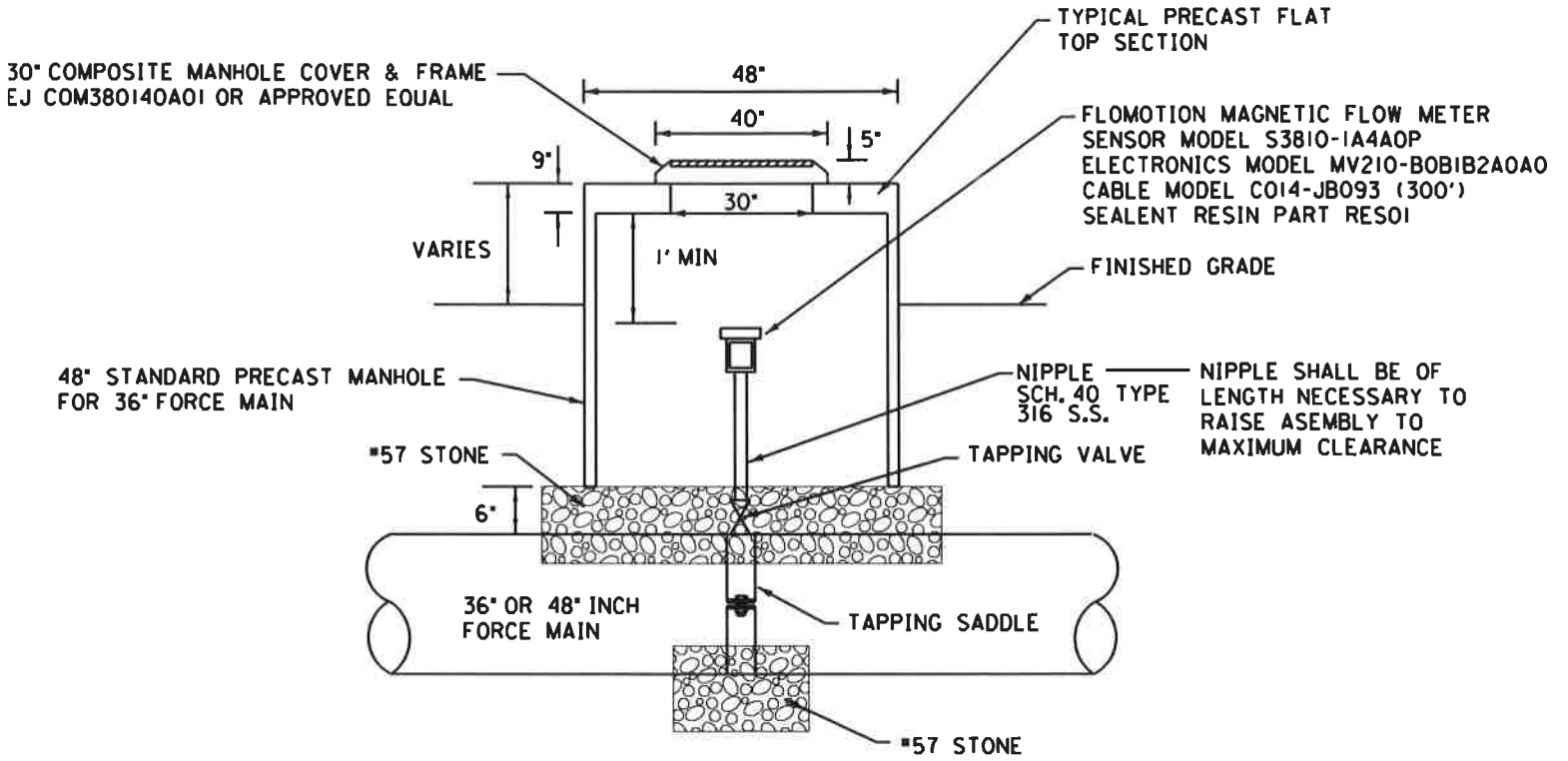
Reference # FloMotion

Item	Quantity	Description		
A	1	<p>FloMotion Magnetic Flow Meter  Sensor Model # MS3810-1A4A0P  Electronics Model # MV210-BOB1B2A0A0  Cable Model # C014-JB093 (300')  Sealant Resin Part # RES01</p> <p>Optional:  If only 50' of cable is required.</p>		
B	1	<p>Freight Estimate: \$200.00, actual rate will be invoiced.</p> <p>Address any resulting orders to:  The Eshelman Company  P.O. Box 361984  Birmingham, Al 35236</p>		

Quoted by \_\_\_\_\_ David Cawley

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Telephone: 205-424-7570 Fax: 205-424-4281



## FLOW METER ASSEMBLY

N.T.S.



## IFB 23-038 Installation of Flow Meters for the East Reservoir Purchasing Bid Checklist

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**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.**

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- \_\_\_\_\_ 1. All licenses required per the bid specs and any other state and local licenses.
- \_\_\_\_\_ 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. Understand General Conditions, Special Provisions, Specifications outlined in bid package.
- \_\_\_\_\_ 7. Agree to invoicing 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