

**INVITATION FOR BID**  
**March 20, 2024**

INVITATION FOR BID NUMBER	IFB 24-011
NAME OF BID	Annual Contract for Easement Herbicide Treatment
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
MANDATORY PREBID	9:00 am on March 27, 2024 in the Operations Center Board Room
BID OPENING DATE	<del>April 11, 2024</del> April 15, 2024
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost
CONTRACT PERIOD	5/1/24 through 4/30/25 with two 1-year extension options
MATERIAL DELIVERED TO	Various Locations
ADDITIONAL INFORMATION CONTACT	Corey McCoy (251) 404-2275 or Email : <a href="mailto:cmccoy@mawss.com">cmccoy@mawss.com</a>
APPLICABLE SDP POLICY	17-01

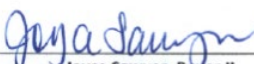
Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words “**IFB 24-011 Easement Herbicide Treatment**” or “**IFB 24-011 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.


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Joyce Sawyer, Buyer II  
Board of Water and Sewer Commissioners

## IFB 24-011 EASEMENT HERBICIDE TREATMENT CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Easement Herbicide Treatment** in our Purchasing Department Bid Box located in the Business Entrance at 4725 Moffett Road, Mobile, AL 36618 **no later than 10:30 a.m.** local time on **April 15, 2024**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the Customer Service entrance. Award will be by **Total Cost**. The bidder offers and agrees, if this bid is accepted, to furnish the items/services 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 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 Pre-Bid meeting is scheduled for **9:00 am on March 27, 2024** in the **MAWSS Operations Center Board Room**.

All items provided shall be for commercial use and for the purposes reflected in the contract documents. Item(s) that have a determinable shelf life must be disclosed at the time of bid submittal. MAWSS shall not be committed to the purchase of a pre-established minimum quantity for any one item or service.

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 make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at [supplier.diversity@mawss.com](mailto: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."

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, completed work orders with photos attached, 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**

## IFB 24-011 EASEMENT HERBICIDE TREATMENT GENERAL SPECIFICATIONS

- Contractors submitting bids must have all the applicable City, County, and State Licenses.
  - All bid requirements listed in the Board of Water and Sewer Commissioners Standard Specifications must be complied with, unless changed by this specific bid document.
  - Bids must be submitted on the forms furnished in this bid package.
  - The Board of Water and Sewer Commissioners of the City of Mobile retain the right to reject any and all bids.
  - Bids will be considered only from Contractors with experience in related type work with a proven record of customer satisfaction. Proof of experience in Forest Land applications will be required. The bidder must submit, as part of the bid document, a list of at least four customers where similar work has been performed within the last two (2) years. Please see page 25. The following information must be included:
    1. Name and address of customer
    2. Contact person and phone number
    3. Description of work performed, including size of area treated
  - The bidder shall have adequate personnel to complete the required work in the time allowed by Mobile Area Water & Sewer System. Background checks will be done on successful bidders.
  - Site visitation to review the locations to be treated is **strongly encouraged** and can be arranged at the pre-bid meeting on **March 27, 2024 at 9:00 AM** or by contacting **Corey McCoy at (251) 404-2275** or **Steve Davis (for areas IV-VII) at (251) 463-7021**.
  - After awarding this bid, but prior to any work being performed, a pre-construction meeting will be held between the bidder and representatives of the Mobile Area Water & Sewer System. The purpose of the meeting will be to review all matters concerning the project. This meeting will be scheduled as soon as possible after the Bid Award Notification. **The Contractor is responsible for coordinating the scheduled work with Corey McCoy at (251) 404-2275 or Steve Davis (for areas IV-VII) at (251) 463-7021.**
  - **Work Orders:** After awarding this bid, MAWSS shall provide log-on credentials to (Hexagon – HxGN EAM), the MAWSS work order system. A work order shall be completed for each site completed on a weekly basis. A work order **must** be completed with photos attached of completed work, and work inspected by MAWSS **before** approval of payment.
  - One (1) Original Invoice for work completed may be submitted at the end of each month to the Accounts Payable Department to MAWSS, P.O. Box 180249, Mobile, AL 36618-0249, ATTN: Accounts Payable or emailed to [acctspayable@mawss.com](mailto:acctspayable@mawss.com) and one (1) copy of the Original Invoice marked "RECEIPT" is to be emailed to the Contract Manager. All work must be itemized, per site, on the pay estimate (Invoice) and must be completed and inspected by MAWSS before any payment will be approved.
- NOTE:** 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.
- All field personnel working on this project shall wear uniforms identifying themselves as employees of the Contractor. All personnel working for Contractor must be permitted to work in the United States.
  - The bidder shall provide an emergency telephone number where a company representative can be reached twenty-four (24) hours per day for the duration of the contract.

### **END OF GENERAL SPECIFICATIONS**

## IFB 24-011 EASEMENT HERBICIDE TREATMENT SCOPE AND SPECIFICATIONS

### I. SCOPE OF WORK:

1. The contractor shall furnish all herbicides, equipment, materials, personnel, qualified supervision and insurance to apply herbicides to vegetation growing on sewer and water main easements and/or rights-of-way within the Board's water and sewer service area.
2. Prospective bidders must make a complete inspection of all areas to receive treatment and failure to do so will not relieve the bidder of any of the provisions of the specifications herein. All supervisory personnel employed by the bidder to be involved in this project must be present with a Board representative at all inspections of areas to be treated within this project.
3. All rights-of-way/easements to receive herbicide treatment are further defined as being an average of fifteen to twenty feet in width but may be as small as ten feet or as large as forty feet in width. In the event that fences or other privately-owned appurtenances border the right-of-way, treatment shall extend only to these appurtenances. In any and all cases where the limits of the easement are in question, refer to the Board's representative for confirmation.
4. The intent of this contract is for herbicide spraying services to be performed in cycles (treatments) of varying amounts of herbicide and for different types of treatment over the course of a year. This contract may cover the same easements being treated, but the actual coverage area will vary. More than one treatment may overlap, contractor shall have the ability to perform with the required personnel and equipment to perform two different treatments at one time, as needed.

### II. INSPECTION OF WORK:

1. All listed areas will have an herbicide treatment to some degree. All treatments will commence within ten (10) working days after written notice to proceed is issued. A representative of the bidder, qualified and knowledgeable in vegetation/herbicide work will be required to survey the easement coverage areas prior to the notice to proceed being issued to determine when a treatment cycle should start. This representative shall have a Custom Pesticide Applicator's License issued by the Alabama Department of Agriculture and Industries.
  - A. One treatment will be **broadcast-brush treatment** and will be applied in a uniform rate to the grass areas along the right-of-way. The exact amount of acres to be treated will be determined by field inspection and documentation prior to herbicide treatment by contractor and MAWSS representatives. This treatment is for control of woody brush and weeds. Brush is treated on the entire width of the easement and side trim. Push back of encroaching brush along edges of easement to a height of ten (10) feet.
  - B. Another treatment will be a **brush-spot treatment**, and will be varying in coverage areas, from single small spot treatments to longer narrow band widths along the edge of the right-of-way. This is a brush control treatment where the eradication of the vegetation (bushes, small trees, etc.) will be treated along the easement right-of-way, but **does not include grass areas**, however it should control Johnson and etc. grasses. This will include treatments six feet around all manholes. The exact amount of acres to be treated will be determined by field inspection and documentation prior to herbicide treatment by contractor with a MAWSS representative. The treated areas will be logged by each location, which will include dimensions.
  - C. Another treatment will be a **Bermuda Glyphosate release** application. This application is to enhance the maintenance of grass while controlling the weed and vines. This is a **broadcast treatment**.
  - D. For the **Water Supply** area of work, the contractor shall provide application of aquatic non-selective systematic control herbicides to **woody vegetation growth** and **all aquatic vegetation and invasive species control**.
  - E. For Control of Vegetation – Various Sites, the contractor shall use aquatic labeled glyphosate and brush mix with zero soil activity.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SCOPE AND SPECIFICATIONS (Cont'd)**

2. The Contractor shall be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens, landscaped lawns, crops, or tree orchids adjacent to the treated areas. Prior to an application, the Contractor shall provide the MAWSS representative with a list of locations to be skipped, address, telephone number, and reason for skipping the particular location. The Contractor shall control the operation in order to avoid damage to the areas not specified for treatment and the Contractor shall be responsible for any and all damages. No work will be permitted without the notification of the MAWSS representative.
3. No later than 30 days after the completion of each application a joint inspection by representatives of the contractor and MAWSS shall be made to determine the effectiveness of the herbicide treatment.
4. In cases where the herbicide application is not totally effective, follow-up treatments will be applied as required. A subsequent inspection of areas that receive spot treatments shall be conducted to determine effectiveness of the treatment for further treatment. This follow-up treatment shall be at Contractor's Expense.

**III. SCHEDULE OF WORK:**

1. All areas defined in scope of work should receive one herbicide spray treatment during the year as follows:  
  
**First Treatment** - To commence within ten days of notice to proceed.  
  
**Follow-up Treatment** - As required within thirty (30) days following completion of first treatment reflected above, when necessary to secure effective control as required by these specifications.
2. The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the MAWSS review. The schedule will need to be submitted prior to the Contract being awarded. In the event of disagreement, the contractor will adhere to the schedule of MAWSS.
3. Herbicide application will not be performed when weather, wind, and/or temperature would be adverse to safe, effective herbicide application.

**IV. MATERIAL REQUIREMENTS:**

1. The herbicides used in the treatment of vegetation, except aquatics, shall consist of a combination of herbicide products that will effectively control all vegetation, **except lawn grass**. Any lawn grass that is killed or permanently damaged shall be replanted, by the Contractor, by means of seeding, and growth will be assured. Replanting shall be done at no additional cost to the Board of Water and Sewer Commissioners of the City of Mobile.
2. Herbicides to be used for treatment of rights-of-way shall be as follows or an approved equal:  
  
Use Monsanto's **Round Up Pro** herbicide combined with Dow Elanco's **GARLON 3A** herbicide and Dupont's **OUST** at manufacturer's recommended rates, or approved equal. No substitutions will be accepted without prior written permission from Board. Use Monsanto's **RODEO** herbicide in clean water with **ADHERENT 90** surfactant for all aquatic or wetlands growth or vegetation growing in the water, or approved equal.

For treatment of Cogongrass, **Glyphosate** shall be used or an approved equal.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SCOPE AND SPECIFICATIONS (Cont'd)**

3. Any water usage on this project requiring MAWSS water shall have a metering system to determine the amount of MAWSS water used. The Contractor shall check out and pay appropriate deposit. The Contractor shall be required to report the amount of water used and shall pay for it in accordance with current published rates. Connections to the MAWSS system must be approved and supervised by the MAWSS representative prior to any connection to the MAWSS system. All quantities of water consumed by the Contractor must be closely monitored and totals reported to the MAWSS representative. An air gap must be used for backflow prevention when contractor is using water.
4. Labels and MSDS for all products shall be submitted to MAWSS by the Contractor.
5. Spot treatments shall be made with the mixes listed above to achieve desired control of vegetation as outlined in these specifications.
6. Optional mixes may be considered but only upon written approval from MAWSS. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturer's labels. Optional choices shall be deemed in no way to release the Contractor from all liability associated with their choice of herbicides for application on this project.
7. MAWSS reserves the right to pull samples from the tank mixtures used in the application of herbicides and have them tested by an independent lab to verify the contents are meeting contract specifications.
8. Primary means of vegetation control shall be foliar hand application.
9. Producing pecan or desirable trees located along or near the right-of-way or bordering easements are not to be treated and all efforts shall be made to avoid damaging or killing of these trees. The Contractor will be responsible for any and all damages outside the limits of the MAWSS right-of-way.
10. The Contractor shall be held liable for any damage incurred to yards, gardens, vehicles, and other privately-owned property damaged as a result of over-spray or drift. The Contractor will also be responsible to damage incurred to areas not authorized by MAWSS to be treated with herbicide application.
11. The Contractor shall comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protective Agency requirements, and manufacturer's instructions provided with chemicals on labels and /or in accompanying brochures. The Contractor should submit documentation of acceptability to MAWSS for its records.

**V. EQUIPMENT REQUIREMENTS:**

1. All equipment used by the contractor for herbicide application must be certified and licensed by the Alabama Department of Agriculture and Industries and must comply with all applicable State, Federal and OSHA Regulations. A permanent rotating amber caution light will be mounted on top of each piece of equipment that operates from public roads. All application equipment must be inspected and licensed by the Alabama Department of Agriculture and Plant Industries and bear the inspection labels on the equipment. All equipment must meet all applicable back-flow regulations (minimum requirement-air gap), and must be inspected by the MAWSS representative prior to any connection to the Board's water supply system.
2. Aerial application will be prohibited in this contract. The contractor is responsible for any and all damages related to over-spray or herbicide treatments outside of the limits of MAWSS rights-of-way.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SCOPE AND SPECIFICATIONS (Cont'd)**

**VI. METHOD OF APPLICATION:**

1. Custom handgun treatment by only skilled, experienced applicators should be the primary means of herbicide application. The Contractor should utilize truck mounted spray equipment to access the areas to be treated by means of walking, wading, or swimming as is necessary while using hoses to access the work site.
2. Each competent person actually supervising the spraying herbicide operation must be a certified applicator licensed by the Alabama Department of Agriculture and Plant Industries (**NO EXCEPTIONS**). Aquatic License is also required. Documentation of all applicators' certification must be presented to the MAWSS representative prior to initiation of the work. All applicators shall wear uniforms or have identifiable markings on their clothing naming the contractor at all times while working. Equipment must be clean and in proper working order at all times. Personnel or equipment that are found not to be compliant with these specifications shall be reason for MAWSS to terminate work.

**VII. TECHNICAL SPECIFICATIONS:**

1. The herbicides used and the rates which shall be applied to easement right-of-way shall be determined and supplied by the Contractor prior to the notice to proceed and will be strictly adhered to.
2. Vegetation is defined as all weeds, vines, brush, and small trees (except Bahia, Bermuda, Centipede and St. Augustine grass).
3. Areas of water and sewer main easements and/or rights-of-way to receive herbicide treatment are further defined as being an average of fifteen to twenty feet in width (ten foot minimum and forty foot maximum) or to the limits of the right-of-way. In the event that fences or other privately-owned appurtenances border the right-of-way, treatment shall extend only to these appurtenances. The easements and/or rights-of-way are defined by the limits of previous clearing operations. Any questions regarding the limits of specific areas should be addressed to the MAWSS representative.
4. **Areas obviously maintained by the adjacent property owner will not be sprayed.**
5. Drift control shall be used to contain treatment within right-of-way areas. The amount will be determined by bidder and will be provided by the County.
6. All equipment used by the contractor for herbicide application must be certified and licensed by the Alabama Department of Agriculture and Industries and must comply with all applicable State, Federal and OSHA Regulations. A permanent rotating amber caution light will be mounted on top of each piece of equipment that operates from public roads.
7. The Contractor shall not apply any herbicides when rainfall is forecasted within eight (8) hours before application, during periods of rainfall, or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of the plant.
8. All areas treated shall be inspected by the contractor thirty (30) days following all treatments, as reflected in (II. 2. above), to determine if treatment of vegetation has been effective and 90% coverage has occurred. In all cases where coverage is not 90% complete, spot treatment will be applied as required, at the rate specified for the type and time of treatment. **This spot treatment for work will be performed at no charge to MAWSS.** A subsequent inspection of areas which received spot treatment shall be conducted to determine effectiveness of the treatment. If the effectiveness of the re-treated areas are found ineffective, a reduction in cost for this area(s) will be applied to final payment of the contract for that treatment.



**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SCOPE AND SPECIFICATIONS (Cont'd)**

9. Contractor shall make daily reports to MAWSS which includes the following items:
- A. Name of easements receiving herbicide treatment and the names of all applicators who treated those roads.
  - B. A signed log sheet, indicating the work of each applicator, listing each length and width segment, the total acres for each segment and the quantities of material used.
  - C. Weather conditions at the beginning of the day, mid-day and end of the day, that includes time, temperature, wind speed, sky conditions (if rain, when the occurrence started and ended).

**VIII. GENERAL:**

- 1. All weeds, undesirable grasses, brush, and small trees shall be eliminated (except Bahia, Bermuda, Centipede, and St. Augustine grass). The contractor by means of seeding, shall replant any Bermuda grass that is killed or permanently damaged, and growth will be assured. Replanting shall be done at no additional expense to the Board.
- 2. Bidder(s) shall provide proof of Custom Pesticide Applicator's License issued by the Alabama Department of Agriculture and Industries. Aquatic License is also required. License Number to be printed on the outside of the bid proposal. All proposals that are not accompanied by this license number will be considered non-responsive.
- 3. Bidder(s) shall provide proof of General Contractor's License issued by the Alabama State Board of Contractors for herbicide application. Bidder shall submit a copy of license.
- 4. Contractor must supply a list of names and license numbers of all certified applicators who will be working on this project.

**IX. APPENDIX: (Map of the Board's Rights-of-way)**

Refer to maps that will be furnished at pre-bid meeting. This contract includes all of utility right-of-way indicated for maintenance on the attached drawing. The total length has been approximated, but the contractor is responsible for the specified herbicide treatment of all the areas indicated on the drawings.

**X. METHOD OF MEASUREMENT**

Measurement shall be linear feet along the centerline of easement, measured on the maps provide by MAWSS.

**END OF SCOPE AND SPECIFICATIONS**



**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL**

TO: THE 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 Work and informed himself fully in regard to all conditions pertaining to the Work 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 following work:

**2024 ANNUAL CONTRACT FOR EASEMENT HERBICIDE TREATMENT**

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 Proposal sheet 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 the duration specified in the scope of work.

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 Period 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.

CONTRACTOR'S LICENSE NO: \_\_\_\_\_

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL (Cont'd)**

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 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.**

BIDDER acknowledges receipt of the following ADDENDA (if applicable):

\_\_\_\_\_

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL (Cont'd)**

I. Application Broadcast - Brush

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	400,000	Feet	Halls Mill Area		
2	100,000	Feet	Theodore Area		
3	40,000	Feet	Ziebach Area		
4	100,000	Feet	Eslava Area		
5	330,000	Feet	Three Mile Area		
6	100,000 150,000	Feet	Raw Waterline Easement		
7	40,000	Feet	Eight Mile Area		
8	57,000	Feet	Force Main		

I. Subtotal \$ \_\_\_\_\_

II. Application Brush- Spot Treatment

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	400,000	Feet	Halls Mill Area		
2	100,000	Feet	Theodore Area		
3	40,000	Feet	Ziebach Area		
4	100,000	Feet	Eslava Area		

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL (Cont'd)**

5	330,000	Feet	Three Mile Area		
6	200,000	Feet	Waterline Easement		
7	40,000	Feet	Eight Mile Area		
8	57,000	Feet	Force Main		

II. Subtotal        \$ \_\_\_\_\_

III. Application Broadcast ~~Bermuda~~ Glyphosate Release

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	400,000	Feet	Halls Mill Area		
2	100,000	Feet	Theodore Area		
3	40,000	Feet	Ziebach Area		
4	100,000	Feet	Eslava Area		
5	330,000	Feet	Three Mile Area		
6	200,000	Feet	Waterline Easement		
7	40,000	Feet	Eight Mile Area		
8	57,000	Feet	Force Main		

III. Subtotal        \$ \_\_\_\_\_

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL (Cont'd)**

IV. Water Supply-Control of Woody Vegetation

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	16	Miles	Industrial Water Supply Canal (30' Wide on Both Sides of Canal)		
2	80	Miles	Access Roads in the Converse Lake Area (20' Wide and 10' High)		
3	2000	Feet	Saraland Reservoir Perimeter		

IV. Subtotal \$ \_\_\_\_\_

V. Alternate-Spraying of Cogongrass on MAWSS Land around Big Creek Lake

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	20	Acres	Contractor supplying labor, equipment and chemicals		
<del>2</del> REMOVE	<del>20</del> REMOVE	<del>Acres</del> REMOVE	<del>Contractor supplying labor, equipment and chemicals</del> REMOVE	REMOVE	REMOVE

V. Subtotal \$ \_\_\_\_\_

VI. Water Supply – Aquatic Vegetation & Invasive Species Control

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1	9	Miles	Industrial Water Supply Canal (35' wide)		
2	90	Acres	Salco Lake		

VI. Subtotal \$ \_\_\_\_\_

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
PROPOSAL (Cont'd)**

VII. Control of Vegetation – Various Sites

ITEM #	APPROX QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS/CTS	AMOUNT DOLLARS/CTS
1*	10	Acres	Behind Big Creek Lake Dam		
2**	14	Acres	Rip Rap (Dam, Bucks, Big Creek Lake)		

\*Line Item 1: Glyphosate & Imazapyr mix to target all grasses and brush

\*\*Line Item 2: Kill all mix with minimum 6-month pre-emergent (bare ground mix) two (2) times per year (spring and late summer application)

VII. Subtotal \$ \_\_\_\_\_

**Total of I, II, III, IV, V, VI and VII \$ \_\_\_\_\_**

**Notes:**

1. The 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.
2. Contract will be awarded to the lowest responsible bidder meeting the specifications. The Board reserves the right not to award if the cost given is not in the best interest of the Board.
3. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.
4. The contract amount performed shall not exceed MAWSS budget for this work, which may be significantly less than Contract amount awarded.
5. All Bidders for Cogongrass Spraying must have experience in Forest Land application. Proof of experience will be required.

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 the all of the terms and conditions of this agreement.

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

## IFB 24-011 EASEMENT HERBICIDE TREATMENT SPECIAL PROVISIONS

### I. 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.

### II. 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 competed 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 30 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.

### III. PAY ESTIMATE:

- One (1) Original Invoice for work completed may be submitted at the end of each month to the Accounts Payable Department to MAWSS, P.O. Box 180249, Mobile, AL 36618-0249, ATTN: Accounts Payable or emailed to [acctspayable@mawss.com](mailto:acctspayable@mawss.com) and one (1) copy of the Original Invoice marked "RECEIPT" is to be emailed to the Contract Manager. All work must be itemized, per site, on the pay estimate (Invoice) and must be completed and inspected by MAWSS before any payment will be approved.



**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SPECIAL PROVISIONS (Cont'd)**

**NOTE:** 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.

**IV. 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. Vendor applications can be obtained by contacting the Purchasing Department.

**V. BASIS OF AWARD:**

The OWNER shall award one Contract to the lowest responsible and responsive BIDDER meeting the specifications based on the Total Bid Price. The Board reserves the right not to award if the cost given is not in the best interest of the Board. The OWNER reserves the right to reject any and all bids at their sole discretion.

**VI. BASIS OF PAYMENT:**

The unit price bid for each items of maintenance shall be compensation in full for furnishing all materials, labor, equipment, and incidentals as necessary for completion of each Linear Foot or Mile of treatment.

**VII. SCHEDULE:**

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

**VIII. AWARD OF CONTRACT:**

The OWNER reserves the right to reject any or all Bids, including without limitation, the right to reject any or all nonconforming, 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. If a Contract is to be awarded, it will be awarded to the lowest responsive and responsible BIDDER who has neither been disqualified nor rejected.

**IX. CITY OF MOBILE AND MOBILE COUNTY PERMITS & 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 treatment activities.

**X. SUMMARY OF THE WORK:**

- A. **SCOPE OF WORK:** The purpose of this contract is to provide the Owner with an on an as-needed basis throughout the contract performance period. The Owner shall periodically provide listings and maps that identify locations requiring the vegetation maintenance. The Contractor shall begin the work identified in each listing the following workday after the date on which said listing/work order is issued. No more than one listing per month shall be provided to the Contractor. There may be months when no listing is provided.
- The work on a single listing may or may not be in the same geographic area. The Contractor must complete each listing before a new listing is provided unless otherwise approved by the Owner. The Owner may identify priorities for each listing. The priority items on a listing shall be completed first.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SPECIAL PROVISIONS (Cont'd)**

**B. WORK ORDERS**

After awarding this bid, MAWSS shall provide log-on credentials to (Hexagon – HxGN EAM), the MAWSS work order system. A work order shall be completed for each site completed on a weekly basis. A work order **must** be completed with photos attached of completed work, and work inspected by MAWSS before approval of payment.

**C. DESCRIPTION OF THE WORK.** The intent of this project is to provide vegetation maintenance by the following methods:

1. At least 48 hours prior to beginning work, the MAWSS Personnel shall distribute fliers stating the 24-hour phone number and contact name to the homes/businesses close to the work area.
2. All listings of work are on public property and contractor may be required to make a video of the area where work will be performed prior to starting work.

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 maintenance activities.

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.

No direct payment will be made for verifying locations of water, sewer, power, telephone, gas, television cable, or any other existing utility required to perform the required work.

**D. 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 maintenance operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of the work.

The required work shall be completed expeditiously.

**E. SCHEDULES:** 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. The Contractor shall complete the listed work within four (4) working days for every **10,000 feet** in that listing.

For example: The Contractor is given a listing with 100,000 feet in one listing. This work shall be completed in 40 working days (10\* 4 days =40 days) from the date on which the listing was issued.

**F. RESTRICTIONS:** No work shall be permitted Saturday, Sunday, or holidays unless this restriction is specifically waived by MAWSS. Work will be performed from 7 a.m. to 5 p.m. during standard time and 7 a.m. to 7 p.m. during daylight savings time.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SPECIAL PROVISIONS (Cont'd)**

**XI. 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. 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.

**XII. COMPLIANCE WITH LAWS & REGULATIONS:**

Contractor shall comply with all laws and regulations pertaining to Herbicide Treatment 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:

The contractor is responsible for opening and closing gates as required by landowner and lowering and raising fences as needed to cut the easements.

The damage or destruction of landowner properties, livestock, and vegetation beyond easement, gates, fences or other appurtenances is the responsibility of the contractor.

Contractor shall comply will all applicable federal, state, municipal, and local laws, and executive order, and all applicable rules, orders, regulations, and requirements of all governmental agencies, departments, or bureaus. Nothing contained herein shall prevent Contractor from contesting with the appropriate governmental body the validity of such law, rule, order, regulation, or requirement that Contractor has not complied therewith. Contractor shall furnish Board with proof of its compliance with the aforesaid laws, rules, orders, regulations or requirements as Board may reasonably request. Contractor shall indemnify and hold board harmless from all loss, costs, expenses, fines, penalties, and damage resulting in any way from Contractor's failure or neglect to comply with the provisions of the Article.

**XIII. EVALUATION OF CONTROL:**

The first control evaluation will be performed 20 days after treatment begins. If remediation is required, remediation work shall be performed within the next 30 days. This cycle of application, 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 30 days.

**XIV. 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 which 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.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SPECIAL PROVISIONS (Cont'd)**

**XV. EXISTING PIPELINE PROBLEMS:**

During the routine course of work by the spraying contractor's personnel, should they encounter a manhole overflow or see evidence of recent sewer overflow at a manhole or encounter sewer overflow from a broken line, this information should be reported immediately to the MAWSS project representative. Also, the contractor is to report any wash-out or water line problem immediately to the MAWSS Contract Manager.

**XVI. GENERAL:**

All field personnel working on this project shall wear company ID badges. All vehicles used by the Contractor shall have a sign or logo displaced on the outside of the vehicle.

The bidder shall have a designated on-site Safety Officer who will be responsible for ensuring that all aspects of this project are conducted in a safe manner.

**XVII. 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.

**XVIII. LEGAL (MISC)**

1. Contractor shall indemnify Board and hold Board harmless from all liability for death of or injury to the Contractor's officer's agents, representatives, or employees, any subcontractor or agents, representatives, or employees of any sub-contractor's invitees, third parties of any nature whatsoever, or employees of third parties, occurring or arising out of the work performed, unless such claim arises from the sole negligence of Board. This responsibility shall include, but not limited to, injuries or death caused in whole or part by any machinery, materials, or equipment belonging to Board used by Contractor in the performance of the work. Contractor shall indemnify and hold Board harmless from damage to any property, including Board's property, arising out of work performed, Contractor shall pay all costs, including, but not limited to, interest and attorneys' fees, incurred by Board in defending the litigation.
2. During the progress of the work, if Contractor should become bankrupt, refuse or neglect to supply a sufficiency of material or of workmen, or cause any unreasonable neglect or suspension of work or fail to refuse to follow the plans and specifications or fail to comply with any part of this Contract, Board shall have the right to take possession of the premises and immediately terminate the Contract. All claims of contractor shall cease and Board shall complete the work after giving forty-eight (48) hours notice directed to Contractor at the address stated in this Contract.

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SPECIAL PROVISIONS (Cont'd)**

3. The cost of completing the work and all expenses including but not limited to attorneys fees, incident to this Contract shall be born by Contractor, and Board reserves the right to seek reimbursement from Contractor for all such costs and expenses. Board shall not be liable to Contractor for all such costs and expenses. Board shall not be liable to Contractor in any way for the manner in which the work was completed. Board's action in completing the work shall not be construed as a substitute or a waiver of any legal rights Board has against Contractor.
4. In the event that the Board must undertake litigation for the breach of this agreement, Contractor will pay all attorneys fees, expenses, and costs incurred by Board in filing suit or otherwise attempting to enforce this agreement. In the event Board issued upon any claim or lien arising out of the work, contractor shall pay all costs and expenses, including but not limited to attorney fees and interest, incurred by Board in defending the litigation, unless such claim arises from the sole negligence of Board.
5. The parties agree that all services performed pursuant to this agreement are performed by Contractor as an independent contractor, and Contractor and its employees will not be considered employees of Board for any purpose. It is understood that Contractor is not nor will be an agent or a co-venture with Board in any respect.

**END OF SPECIAL PROVISIONS**

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
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.
- 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 days 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. Where applicable, the U.S. Longshore and Harborworkers 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 Harborworkers 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 nonadmitted 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:**

<b>Worker's Compensation</b>	Statutory
<b>Employers' Liability</b>	\$500,000 Each Accident \$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee
<b>Commercial Automobile</b>	\$1,000,000 Each Accident Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and Non-Owned Automobiles
<b>Commercial General Liability</b>	\$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. **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 that the premium is to be paid by the named Supplier.

**END OF INSURANCE**



**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
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](mailto: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 the all of the requirements of this policy.

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

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

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

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

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
SUBCONTRACTING PLAN/GOOD FAITH EFFORT\***

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 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), MAWSS's list of certified Disadvantaged Business Enterprises (SDPs) / Diverse Suppliers, and lists of organizations that have information on SDPs/Diverse Suppliers are available from MAWSS's Supplier Diversity Office by emailing [supplier.diversity@mawss.com](mailto:supplier.diversity@mawss.com).

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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**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 24-011 EASEMENT HERBICIDE TREATMENT  
REFERENCES**

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

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Name of Customer	Address
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Contact Person	Phone	Email
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Type of Work

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Name of Customer	Address
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Contact Person	Phone	Email
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Type of Work

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Name of Customer	Address
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Contact Person	Phone	Email
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Type of Work

---

Name of Customer	Address
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Contact Person	Phone	Email
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Type of Work

**IFB 24-011 EASEMENT HERBICIDE TREATMENT  
CONTRACTOR INFORMATION SHEET**

List of Contact Person, Phone Number and Email:

Placing Orders: \_\_\_\_\_

Customer Service: \_\_\_\_\_

Accounts/Receivable: \_\_\_\_\_

Emergencies: \_\_\_\_\_

On-site Service Representative: \_\_\_\_\_  
Name & Phone Number

Company owned equipment? \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title