

**INVITATION FOR BID**  
**July 22, 2024**

INVITATION FOR BID NUMBER	IFB 24-027
NAME OF BID	Spillway Joint Repair for Big Creek Lake
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
MANDATORY PREBID	10:00 am on August 6, 2024 in the Business Entrance Conference Room located in the Business Entrance at 4725 Moffett Road, Mobile, AL. 36618
BID OPENING DATE	August 16, 2024
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost
MATERIAL DELIVERED TO	Job Site as Required
ADDITIONAL INFORMATION CONTACT	Steve Davis (251) 463-7021 or Email <a href="mailto:sdavis@mawss.com">sdavis@mawss.com</a> or Markus Moore (251) 721-0828 or Email <a href="mailto:bafelps@mawss.com">bafelps@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 24-027 Spillway Joint Repair" or "IFB 24-027 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 24-027 SPILLWAY JOINT REPAIR CONDITIONS**

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Spillway Joint Repair** 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 **August 16, 2024**. Bids will be opened immediately after bid closing time in the **MAWSS Business Entrance Conference Room**. Award will be by **Total Cost**. The bidder offers and agrees, if this bid is accepted, to furnish the items as defined in the specifications for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama. All items shall be delivered or services rendered to the job site as needed.

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 **10:00 am on August 6, 2024** in the MAWSS Business Entrance Conference Room located in the Business Entrance at 4725 Moffett Road, Mobile, AL. 36618.

A **General Contractors license** is required for bids over \$50,000.

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 **must** be emailed to Accounts Payable at [AcctsPayable@mawss.com](mailto:AcctsPayable@mawss.com).

**END OF CONDITIONS**

## IFB 24-027 SPILLWAY JOINT REPAIR SCOPE OF WORK

This bid is for the Spillway Joint Repair for Big Creek Lake.

### ❖ Vertical Joints

Vertical Joints consist of **ALL** East and West wall vertical joints inside and outside of the spillway and the (3) center wall vertical joints in the stilling basin.

1. Remove all existing joint sealant from joint and concrete surface
2. Pressure wash all joints to receive sealant
3. Ensure joints are clean and dry
4. Install backer rod
5. Apply joint sealant: Sikaflex 2c NS or equivalent (product equivalency must be approved by MAWSS)

### ❖ Horizontal Joints

Horizontal Joints consist of **ALL** horizontal joints starting at Sta. 101+50.

1. Divert any running water away from work zone and ensure work zone is secure from water contamination
2. Remove all existing joint sealant from joint and concrete surface
3. Pressure wash all joints to receive sealant
4. Ensure joints are clean and dry
5. Install backer rod
6. Apply joint primer
7. Apply joint sealant: Sikaflex 2c SL or equivalent (product equivalency must be approved by MAWSS)

### ❖ Requirements

- Bidder is responsible for taking their own measurements of joint dimensions.
- Winning Bidder must have related work experience and be able to provide referrals and portfolio of completed jobs upon request.
- A **General Contractors license** is required for bids over \$50,000.
- Bid Total **must include all** necessary equipment, materials, and labor to perform the joint repair listed in the scope of work.
- All bidders must attend the **mandatory pre-bid meeting** scheduled for **10:00 am on August 6, 2024** in the MAWSS Business Entrance Conference Room.
- **Site visitation** before bidding is also mandatory. This can be arranged immediately following the pre-bid meeting or scheduled with Steve Davis for a different date & time at (251) 463-7021.
- One-year warranty on labor and workmanship is required.

### ❖ Work Conditions

- ❖ Spillway will remain operational and winning bidder must coordinate and schedule all work with MAWSS. Work may be postponed and contractor will be expected to remove equipment during certain weather events that require spillway gate opening.
- ❖ Contractors will be held responsible for any damage to MAWSS property.

**IFB 24-027 SPILLWAY JOINT REPAIR  
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 non-admitted companies, a rating of A or better by AM Best.
  - a. At the discretion of the Board, worker's compensation insurance may be placed through a qualified worker's compensation self-insurance fund.

b. **Limits of Liability:**

<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 24-027 SPILLWAY JOINT REPAIR  
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 24-027 SPILLWAY JOINT REPAIR  
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 (MAWSS, 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 24-027 SPILLWAY JOINT REPAIR  
BID SHEET**

Total to include all necessary equipment, materials, and labor to perform the joint repair listed in the scope of work.

**Vertical Joints Total Cost**            \$ \_\_\_\_\_  
**Horizontal Joints Total Cost**        \$ \_\_\_\_\_  
**GRAND TOTAL**                        \$ \_\_\_\_\_

**Estimated time for job completion:** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Payment Terms** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

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

**Phone** \_\_\_\_\_ **Email Address** \_\_\_\_\_  
Please Print

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 24-027 Spillway Joint Repair 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. Over \$50,000, a general contractors license is required. Please include a copy of the license(s).
- \_\_\_\_\_ 2. Insurance Requirements met and copy provided.
- \_\_\_\_\_ 3. Supplier Diversity Package included. This includes both forms signed & returned along with a memo from the sub-contractor agreeing to the percentage that is specified on the sub-contracting form. A copy of the sub-contractor's DBE certification needs to be included as well.
- \_\_\_\_\_ 4. Understand General Requirements, Conditions, Specifications, Summary/Scope outlined in bid package.
- \_\_\_\_\_ 5. Agree to invoicing requirements outlined in bid package.
- \_\_\_\_\_ 6. Addendum signed & enclosed in bid package. (If applicable)

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