

OCONEE JOINT REGIONAL SEWER AUTHORITY REQUEST FOR BIDS

Sewer Right-of-Way Mowing and Maintenance

PROJECT #2023-04



**DUE DATE/ TIME: MARCH 1, 2023
2:00 PM LOCAL TIME**

KEY DATES AND TIMES

Pre-Bid Conference and Site Visit

MANDATORY

February 15, 2023 at 10:00 am Local Time or

February 17, 2023 at 10:00 am Local Time

Oconee Joint Regional Sewer Authority

Coneross Creek Water Reclamation Facility

623 Return Church Road, Seneca, South Carolina 29678

Deadline for Inquiries

February 24, 2023 at 4:00 pm Local Time

Submittal Deadline

March 1, 2023 at 2:00 pm Local Time

Task Beginning Date

Contractor has flexibility to schedule task but work cannot start before March 20, 2023 and no later than April 3, 2023 (no sooner than 8:30 am Local Time on first day)

Task Completion Deadline

June 16, 2023 at 5:00 pm Local Time

Deadline for Final Invoice

June 20, 2023 at 12:00 pm (noon) Local Time

Request for Bids

PURPOSE

The Oconee Joint Regional Sewer Authority (“OJRSA” or “Owner”) is requesting bids from contractors, hereafter referred to as “Offerors,” “Contractors,” or “Firms” interested in maintaining the OJRSA’s public sewer easements in portions of Oconee County in and near the cities of Seneca, Walhalla, Westminster, and West Union, South Carolina. The OJRSA system consists of the Coneross Creek Water Reclamation Facility (permitted at 7.8 million gallons per day), approximately 65 miles of gravity sewer, 15 pump stations, 24 miles of force mains, and three (3) permanent flow metering stations.

OJRSA will select one (1) Contractor to complete the project. The contract method will be a standard services contract as provided by the Contractor.

PRE-SUBMITTAL CONFERENCE

A mandatory Pre-Bid Conference and site visit will be held on Wednesday, February 15, 2023 at 10:00 am Local Time and/or Friday, February 17, 2023 at 10:00 am Local Time at the Oconee Joint Regional Sewer Authority’s Coneross Creek Water Reclamation Facility located at 623 Return Church Road, Seneca, South Carolina. Representatives of the Owner will be present to discuss the Project. All interested parties are required to attend one of the two Pre-Bid Conferences. **The failure to attend at least one of the mandatory Pre-Bid Conferences will result in rejection of a submitted bid.**

DEADLINE FOR INQUIRES

Any questions regarding this Request for Bids (RFB) should be submitted by way of email to info@ojrsa.org no later than February 24, 2023 at 4:00 pm Local Time. Answers will be submitted as an addendum to this RFB and made available to all Offerors on the OJRSA website (www.ojrsa.org/resources). By submitting a bid, the Offeror represents that submitter has read and understood the Solicitation and that the Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

BID SUBMITTAL

Offerors must submit their competitive sealed bid using the attached form titled “Attachment A – Right-of-Way Mowing and Maintenance Certification” or by contacting the OJRSA and requesting an electronic copy of the document to be sent via email. The bid must be submitted by either a printout of the completed cost sheet or in electronic PDF format that can be submitted to info@ojrsa.org. **BIDS THAT ARE SUBMITTED ON OTHER FORMATS WILL BE DISQUALIFIED FROM CONSIDERATION.** All submittals must be complete. It is the Offeror’s responsibility to check for calculation errors and completeness prior to submittal.

Offerors shall include all costs (i.e., delivery charges, import taxes, duties, gas, insurance, etc.) in their price using the blank spaces included on Attachment A – Right-of-Way Mowing and Maintenance Certification form.

BIDS MUST BE RECEIVED BY 2:00 PM LOCAL TIME ON MARCH 1, 2023. LATE SUBMITTALS WILL NOT BE ACCEPTED.

SPECIFICATIONS AND QUALIFICATIONS

Definitions

Acceptable Mowing: The maximum height of vegetation after mowing shall be 6 inches, maximum. The mowing shall present a neat and attractive appearance. Strips of vegetation left between cuts and areas

mashed down by equipment tires and left un-mowed will not be acceptable and require re-mowing at the Contractor's expense.

Contractor: Company selected to perform work as stated in this RFB, which is to include subcontractors if approved for use by OJRSA.

Litter Pick-Up: Tires and large items such as furniture, mattresses, etc. will be picked up and disposed of by Contractor.

Mowing Cycle: The mowing cycle consists of the mowing of ± 63 miles and shall be a continuous effort until one cycle is completed.

Right-of-Way: The entire portion of the area within the OJRSA boundaries of access. Fifteen feet on either side of manhole unless otherwise noted by OJRSA (a map will be provided to attendees at the Pre-bid Meeting). There are some areas that do not have a 30' right-of-way.

Right-of-Way Mowing: The mowing of OJRSA owned, assumed, or recognized right-of-way. This shall include the area that is obviously maintained by OJRSA. If this contract includes the use of slope mowers, slopes deemed too steep for wheel equipment shall be cut with a slope mower or other such means to safely maintain the vegetative debris on the slope. A smooth transition shall be made back to normal mowing limits. **MOWING IS TO BE DONE TO THE MAXIMUM LIMITS OF THE RIGHT OF WAY.** A map for areas that need to be mowed and trimmed will be provided to attendees at the Pre-bid Meeting.

Roadside Obstacles: Those entities occurring within the highway roadside infrastructure, either naturally or unnaturally.

Roadway Ditch: The depressed are located at the toe of the cut slope, parallel to the roadway surface, and adjacent to the shoulder that allows for the drainage of water from the roadway.

Trimming: Grass around manholes will be trimmed utilizing a mechanical process such as a string trimmer ("weed eater").

General

All mowing shall be performed in accordance with this Scope of Work and to the satisfaction of OJRSA.

Vegetation around all manholes, roadside obstacles such as culvert, signposts, slopes, mailboxes, and guardrails shall be trimmed by the Contractor using mechanical means to present a neat and attractive appearance.

Trimming shall be accomplished by power equipment, such as string trimmers. The trimming shall be as close to the obstacle as possible. Example: power poles, manholes, signs, etc. shall be trimmed on all four sides as close to object as possible.

The acceptable mowing height shall be six (6) inches maximum height for all mowing operations.

A gate key for OJRSA right-of-way's will be given to the Contractor that is awarded the bid.

Contractor Qualifications

Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice to Proceed.

Contractor must submit two (2) references (including company/agency name, current contact name, phone number, and address) of right-of-way maintenance or applicable work performed for a utility as part of their Bid submittal. The references should be no older than 2018. A third reference may be provided at the Bidder's discretion.

Contractors must self-perform work and cannot use Subcontractors without express written consent of the OJRSA and signed by the OJRSA Executive Director.

Proof of general liability insurance will be required in the amount of \$1,000,000. Proof of workers' compensation insurance will be as required by South Carolina state law. Certificates must be furnished to OJRSA. See Insurance section of this RFB for more information.

All mower operators shall be trained and properly certified to operate mowing equipment. It shall be the responsibility of the Contractor to supply all necessary training if so asked to do so.

A list of available equipment shall be provided when submitting bid.

All employees must be legal residents of the United States.

South Carolina Domicile Requirement

The OJRSA shall not require a domicile obligation for this project.

Safety and Traffic Control

THE SAFETY OF ALL CONTRACTORS OF OJRSA IS OF UTMOST IMPORTANCE! Contractors shall comply with applicable requirements established by OSHA, SCDOT, and other entities when working along roadways, on private property, etc.

Contractor should always work in pairs in line of sight of one another (i.e., one on tractor and one trimming). Tractors shall be equipped with either revolving or strobe lights.

Support vehicles including pickup trucks, and any other vehicle used in mowing operation shall be equipped with normal hazard lights, at a minimum.

Equipment shall be parked as far from the roadway as possible. No equipment shall be parked whereas it may hinder the sight path of any vehicle. No equipment shall be parked on the inside of a curve or outside of a curve.

Signs, lights, safety, and other traffic control items are not a pay item but are considered incidental to safe traffic control.

The Contractor shall be required to provide sufficient road warning signage to ensure the safety of the Contractor and the public. Contractor shall be responsible for ensuring that the signage is adequate and visible. The Contractor shall ensure adequate access for OJRSA vehicles and equipment to respond to an emergency.

Equipment

The equipment used for mowing shall be of sufficient type, capacity, and quantity to perform the mowing work safely and efficiently as specified.

The OJRSA shall not be responsible for equipment used by the Contractor or staged in the area.

DELIVERABLES AND PERFORMANCE

Types of Mowing and Maintenance

The types of mowing operations to be performed on this Contract are defined as follows:

- Right-of-Way Mowing
- Trimming: All manholes will be trimmed utilizing a mechanical process such as a string trimmer.
- Tree Removal and Trimming:
 - Tree branches or vegetation that is hanging over the right-of-way will need to be trimmed to allow easy vehicle access.
 - Trees fallen or hanging across the right-of-way need to be cleared and placed parallel to the sewer line on the edge of right-of-way on the side from where the tree fell from.

Timing and Frequency

The Contractor agrees that OJRSA shall direct the time and place for each right-of-way mowing cycle.

Approximate Schedule: One (1) cycle to be completed within 90 days from start date. There will be one (1) mowing cycle per year.

Task Beginning Date: The Contractor has the flexibility to schedule their start and completion date; however, they cannot start before March 20, 2023 and no later than April 3, 2023.

Trimming: The trimming operations are to be done in conjunction with the mowing cycle and shall be completed with the completion of the right-of-way mowing cycle.

Hours and Days of Operation

All scheduled mowing operations shall be performed during the hours specified herein as follows:

- Between the hours of 8am and 5pm, Monday through Friday, or as directed by the Operation Director.
- **CONTRACTOR CANNOT PERFORM MOWING OR MAINTENANCE ON MEMORIAL DAY (MAY 29, 2023) HOLIDAYS.**
- The Contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.
- The Operations Director, or his/her designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgment, it is in the best interest of OJRSA.
- When equipment is not operating, nights, rain-days, weekends, they shall be parked away from curves, home frontages, and driveways. Equipment must be parked in such a way as to leave access for OJRSA and others responding to an emergency.

Project Milestones

PROJECT MUST BE COMPLETED NO LATER THAN JUNE 16, 2023 AT 5:00 PM LOCAL TIME. FINAL INVOICE(S) MUST BE RECEIVED BY JUNE 20, 2023 AT 12:00 PM (NOON) LOCAL TIME.

No-Fault Delays and Force Majeure

Any unforeseen circumstances such as prolonged weather-related events or substantial equipment failures will require consultation with the Operations Director to determine if the schedule will not be met. A request to extend the completion date will be required by written notice or email as soon as the Contractor becomes aware the schedule will not be met due to such circumstances. Written approval from the OJRSA must be issued by either the Operations Director or OJRSA Executive Director.

Route List

Prior to commencing work, the Contractor shall submit to the Operations Director or his/her designee, a planned mowing sequence by routes. The submitted schedule shall become the basis for:

- The Contractor's mowing schedule.
- Inspection of work by OJRSA personnel.
- Payment by linear feet or mile for services rendered.
- Any subsequent changes to submitted route list throughout the contract must have the prior documented approval of the Operations Director or designated representative.

Verification of Work

For the purpose of inspection and control, the Operations Director or his/her designee, will monitor the Contractor's submitted route list as a guide to verify the linear feet and/or miles mowed for each route.

All roads mowed by the Contractor must present an appearance which is satisfactory to the monitoring inspector.

In the event the Contractor mows higher than the specified height, the Contractor shall mow the area in conflict at the Contractor's own expense.

Damage to Public or Private Property

The Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas, pavement, trees, shrubs, signs, posts, mailboxes, manholes, or other obstacles on public or private property.

Care shall be taken not to mow during wet conditions where turf damage or ruts would occur. In the event that damage occurs to trees, shrubs, signs, posts, mailboxes, manholes, or other obstacles on the right-of-way during and by reason of the mowing operations, the Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Operations Director at no additional expense to OJRSA. If damaged property resulting from the Contractor's operations has to be repaired or replaced by OJRSA, the cost of such work and repair shall be deducted from the Contractor's payment.

It is highly recommended the Contractor document by means of video or picture to verify that damage was done prior to the mowing operation.

Any damage of utilities shall be reported to the owner of such utilities immediately.

Failure to Complete Work

It is essential to complete all mowing cycles within the time limits specified. Estimated cycle for 63± miles shall be up to sixty-five (65) workable days (depending on start date), excluding weekends and OJRSA holidays. This contract does not limit the number of mowers, crews, or equipment that may be used during a mowing cycle.

Failure to completely mow the entire scheduled cycle will be treated as follows:

- If a cycle is incomplete due to elements beyond the Contractor's control, the amount of payment to the Contractor will be determined by actual miles mowed.
- Should the Contractor fail to meet the sixty-five (65) workable day requirement by their own actions, and the Operations Director deems it necessary, OJRSA resources may be used to expedite the completion of the mowing cycle. Payment to the Contractor will be determined by actual miles mowed by the Contractor. The mileage mowed by OJRSA resources shall be deducted.
- If the quality of work is not satisfactory and is deemed by the Operations Director that the Contractor does not have the ability to correct the quality of work, the Contractor will be informed in writing of the termination of the contract. The Contractor shall be paid for only the mowed linear feet and/or mileage deemed acceptable.
- The safety aspects of the mowing operation must be followed to ensure the safety of the citizens. If the Operations Director, OJRSA Pretreatment & Safety Coordinator, or their designee feel that safety is not adequate, the mowing operation will be halted. When it is deemed that the Contractor does not have the ability to operate safely, the contract will be terminated, and the Contractor shall be paid for the mowed linear feet and/or mileage deemed acceptable. **ALL SAFETY ISSUES MUST BE ADDRESSED IMMEDIATELY.**
- All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
- The Contractor shall provide all equipment, labor, fuel, and any other materials and incidentals necessary to complete the required work. The Contractor shall be responsible for all maintenance and repair of equipment and the availability presence, and supervision of all employees.
- The Contractor shall always have a competent and experienced Supervisor/Foreman on site and available when work is being performed under Contract.
- **Contractors must self-perform work and cannot use Subcontractors without express written consent of the OJRSA and signed by the OJRSA Executive Director.**

SELECTION PROCESS

The OJRSA shall open all sealed bids no sooner than 2:10 pm Local Time on March 1, 2023. Following OJRSA Board of Commissioner approval, the contract shall be awarded to the lowest total bid submitted by the Offeror that meets the minimum criteria contained within this RFB.

References shall be contacted as part of the consideration.

The OJRSA may make such investigation as it deems necessary to determine the ability of a Contractor to provide full performance as outlined in the RFB. The Contractor will furnish to the OJRSA all such information and data for this purpose upon request. The OJRSA reserves the right to reject any Contractor if the evidence submitted by or investigation of such Applicant fails to satisfy the OJRSA that such Applicant is properly qualified to carry out the obligations as stated herein.

TERMS AND CONDITIONS

Upon acceptance of the bid, the Contractor will be notified of award. The contract between OJRSA and the Contractor will be executed within two (2) days of approval by the Board.

INSURANCE

Contractor agrees to maintain and keep in force during the life of this project, with a company or companies authorized to do business in South Carolina, Errors and Omissions Liability Insurance in the amount of \$1,000,000. **CERTIFICATES FOR SUCH POLICIES SHALL BE PROVIDED BY THE FIRM'S INSURANCE AGENT OR BROKER TO OJRSA WITHIN TEN (10) WORKING DAYS FROM THE DATE OF AWARD WITH THE OJRSA LISTED AS ADDITIONAL INSURED.** Contractor will provide OJRSA a minimum of thirty (30) days advance notice in the event of the insurance policies or insurance policy is canceled.

If a Subcontractor is approved by the OJRSA, then they will be subject to the requirements as listed above.

TERMINATION

Either party may terminate this Agreement by providing written notice of the intent to terminate the Agreement 30 days in advance of the expiration date of the current term of the Agreement.

PAYMENT

Payment for this work, complete and accepted, will be made at the Contract Unit Price Per Linear Foot and/or Mile for which payment shall be full compensation for furnishing all materials, all labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

The Offerors are asked for any restrictions on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable law, regulations, and policy of the government and the OJRSA. All proprietary/confidential information must be clearly marked as "Proprietary/Confidential." If information is deemed to not contain such information by OJRSA legal counsel as it relates to privacy laws, then it may be made available to the public upon request.

BACKGROUND CHECK

OJRSA reserves the right to conduct a background inquiry of each Offeror which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories, and reputation in the business community. By submitting qualifications to the OJRSA, the Offeror consents to such an inquiry and agrees to make available to the OJRSA such books and records as the OJRSA deems necessary to conduct the inquiry.

RIGHTS RESERVED BY OJRSA

The OJRSA reserves the right to reject any or all submittals; to waive any informality or irregularity not affected by law; and to evaluate, in its absolute discretion, the qualification statements submitted. Qualifications should be complete as initially submitted.

SUBMITTAL REQUIREMENTS

Responders must submit the following **NO LATER THAN 2:00 PM LOCAL TIME ON MARCH 1, 2023**:

- Completed Attachment A in either written format or electronic PDF format. including a signature acknowledging the submitter has read and understand the RFB for Project 2023-04 in its entirety.

It is the Offeror's responsibility to verify the receipt of the submittal. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

Questions shall be addressed to and the RFB shall be submitted to:

Email (preferred communication method): info@ojrsa.org (preferred method)

Address: Oconee Joint Regional Sewer Authority

ATTN: Administration & Finance

623 Return Church Road

Seneca, South Carolina 29678

Attachment A – Right-of-Way Mowing and Maintenance Certification

OJRSA Project #2023-04 RFB Sewer Right-of-Way Mowing and Maintenance

*List your company name here:

*Please refer to the scope of work document for detail of each item to be priced.

BIDDERS WHO FAIL TO COMPLETE AND SUBMIT THIS DOCUMENT WILL RESULT IN A NON-RESPONSIVE BID.

Bid Total

Approximate Total Length (includes slopes)	Include Fallen Tree Removal?	Cost Per Linear Mile	Total Cost
±63 miles	Yes, if within R/W		

Company has the following equipment that is available to perform work described within RFB:

Reference #1 (**Mandatory** – Must Be Applicable Right-of-Way Maintenance Experience)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #2 (**Mandatory** – Must Be Applicable Right-of-Way Maintenance Experience)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

Reference #3 (**Optional** – Can Be Right-of-Way Maintenance or Work Related to Utility Maintenance)

Company Name: _____ Calendar Year(s) Work Performed: _____

Contact Name: _____ Phone: _____ Email: _____

BY MY SIGNATURE BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE OJRSA PROJECT #2023-04 RIGHT-OF-WAY MOWING AND MAINTENANCE RFB.

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Mailing Address: _____