

REVISED February 18, 2025

February 11, 2025

Bid: 25-04-02

Subject: Invitation to Bid

Prospective Bidders:

Sealed bids for <u>Pressure Washing</u> services and items will be received in the Purchasing Department of the Birmingham Water Works Board, located at 3600 First Avenue North, Birmingham, Alabama 35222, until 10:00 a.m. on Tuesday, February 25, 2025, at which time and place they will be publicly opened and read. A mandatory Pre-Bid Conference is scheduled for Tuesday, February 18, 2025, at 10:00 a.m.

The pre-bid conference and bid opening will be held via Teams meeting. The link is listed in the email for the Invitation to bid. Please join or call in 5 minutes before the Pre-Bid and bid opening.

"Specifications and Conditions" and "Bid Form" are attached, and all bids shall be F.O.B. destination, freight prepaid, and at no charge.

The Board reserves the right to reject any bids submitted and waive any informalities and technicalities. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to cancel this bid within thirty (30) days with written notice. The Board reserves the sole right to award contracts to the lowest responsive and responsible supplier(s) as described in the solicitation documentation. The initial term of the contract shall be for a period of one (1) year from the date of the award, and prices quoted shall remain effective for that period. The Board reserves the right to cancel the contract, upon mutual consent of both parties, up to two (2) additional years. The Board reserves the right to cancel the contract due to non-satisfactory performance or if the awarded supplier is found to violate the terms and conditions or does not correct any violations of specifications within two days after giving notice. The Board reserves the right to RE-BID. The Board reserves the right to enter into a month-to-month contract once the contract has ended, at the current prices, until the next bid has been awarded with the mutual consent of applicable parties.

Bids mailed must be sent to 3600 First Avenue North, Birmingham, Alabama 35222, directed to the attention of the Purchasing Manager, and marked in the lower left-hand corner of the envelope as follows: "Bid for Pressure Washing due on Tuesday, February 25, 2025, at 10:00 a.m." at which time and place they will be publicly opened and read.

Cordially,

Ly Tonja Levert

LyTonja Levert, Purchasing Manager

Revised February 18, 2025

SPECIFICATIONS AND CONDITIONS PRESSURE WASHING

GENERAL

Intent: As part of its daily operations, The Birmingham Water Works Board uses pressure washing services to clean sidewalks, driveways, etc., that the BWWB workers left uncleaned throughout the limits of the distribution system within our service area. These specifications and conditions describe the requirements for providing this service to the Board.

Term: This contract will cover a one-year period and begin when the Board awards the bid between March and July 2025.

The right is reserved to reject any or all bids, waive any informalities and technicalities, and award to the bidder it is deemed will best and most economically serve the "Board's" interests. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to extend the contract, upon mutual consent of both parties, up to two (2) additional years. The Board reserves the right to cancel this bid within thirty (30) days with written notice. The Board reserves the right to cancel the current contract due to non-satisfactory performance or if the vendor is found in violation of the terms and conditions or does not correct any cited violations of specifications within two (2) days after given notice. The Board reserves the right to enter into a month-to-month contract once the current contract ends, at the current prices, until the next bid has been awarded with the mutual consent of both parties. The Board reserves the right to RE-BID

Mandatory Pre-Bid Conference: A mandatory pre-bid meeting will be held via Teams Meeting at 10:00 a.m. on Tuesday, February 18, 2025. The link is provided within the Invitation to bid email. You may also contact Buyer La'Teasha Watkins, at <u>lateasha.watkins@bwwb.org</u>, to request the link directly.

Any vendor interested in bidding will need to join the pre-bid conference, or select a representative, to join the pre-bid conference. Failure to attend will result in automatic disqualification.

References: Each bidder must supply a list of at least three (3) references, each with the contact person's email address and phone number.

Estimated Quantities: The quantity is indicated on the "Bid Form" are approximate annual totals. Quantities may be increased or decreased depending on actual demand throughout the contract term.

REQUIREMENTS

The following are essential requirements of services to be provided to the Board:

- Clean up all debris associated with pressure washing.
- Pressure washing services are required as part of a 24/7, year-round (365 days) contract, including weekends and holidays.
- The contractor must be available to perform service outside of regular business hours as needed.
- The contractor will be notified if an emergency occurs. Response time must be within 1 hour from the initial call.
- The contractor must provide all equipment and materials required for the work's performance, including but not limited to machines, operators, hoses, quick coupling keys, pumps, motors, tanks, and fuel.
- The contractor must use machines with a minimum of: "HP22 Engine (Horsepower) and PSI 4000 (Hot Water) to remove mud and Flydraulic fluid. (Hot water and pressure are required to remove dirt, hydraulic fluid, and other agents.
- The Contractor must hook a BWWB meter to a fire hydrant when filling the tank or hosing.
- The contractor must acquire a Fire Permit (Hydrant Use) completed from the Fire Department. This form must come from the fire department municipality where the hydrant will be used.
- The contractor must have a permit(s) before receiving a hydrant meter from the BWWB.
- The contractor will need to lease a hydrant meter through our Customer Service Department in the Payment Center.
- The contractor will receive a leased meter from our Meter Shop Department. To get a meter from the meter shop, the contractor must visit the office before 3 p.m. Mondav-Friday.
- The Contractor must bring the hydrant meter back to Meter Shop every 90 days for inspection.
- The Contractor is responsible for the lost, stolen, or damaged meter.
- The contractor must report the meter reading usage by the 21st of each month to Curtis Coleman @ 205-244-4319 or Latricia Wilson @ 205-244-4329 in our Customer Support department at BWWB.
- The Contractor will be billed monthly for the meter usage by the BWWB.
- The Contractor shall not provide any service to individual property owners while performing work for the Board.
- The Contractor shall provide for the protection of public and private property during the performance of the work. The Contractor shall not permit water to enter buildings

through entryways or similar openings. The Contractor will provide all barricades and barriers necessary to protect public and private property, including pedestrian traffic.

- The Contractor shall be responsible for repairing all damage to public and private property.
- The Contractor will give notices of compliance with all laws, ordinances, and regulations on the conduct of the work. All work will be performed under all applicable federal, state, and local regulations governing the same.
- The Contractor shall abide by All Best Management Practices (BMPs) necessary to prevent the discharge of pollutants (dirt, debris, soap, acid solutions, solvents, paint chips, oil, grease, fuels, metals, etc.) generated by these pressure washing or hosing services into Waters of the United States via local storm drains, gutters, inlets, surface drains, ditches, etc., per the requirements of each city, county and state agency having jurisdiction, such as ADEM, Jefferson County Dept, of Health Watershed Protection Division, Jefferson County Dept. Of Storm Water Management and the City of Birmingham Watershed Management Division. All wash water and debris shall be directed to containment areas where they can be contained, collected, and properly disposed of by the contractor. Any pollutants must be removed and properly disposed of by the contractor upon completion of the work.

INSURANCE

The contractor shall not commence any work until all the insurance provided herein is obtained and presented to the Board. Certificates, issued by the Contractor's Insurance Company, must be submitted. Such certificates must contain a clause stating that the Insurance Company will notify the Board ten (10) days before any change, cancellation, or renewal of the Contractor's insurance.

Workers Compensation Insurance: The Contractor shall carry Workmen's Compensation Insurance to ensure their employees' statutory liability during the contract's life.

Comprehensive Automobile Liability and Property Damage: The Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the contract's life, covering (a) The Contractor's automobile and equipment and (b) hired and non-owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 for each accident for bodily injury, and \$100,000 for property damage.

Comprehensive General Liability and Property Damage: The contractor shall carry Comprehensive General Liability and Property Damage Insurance during the contract's life covering all the Contractor's operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage

BONDS

Title 41 Competitive Bid Law – Ala. Code §§ 41-16-54

In the event the bid submitted total exceeds \$20,000, a "Form of Bid Bond must accompany the request. This guarantee shall be not less than 5% of the bid amount and not exceed \$10,000.

Title 39 Public Works Bid Law - Ala. Code §§ 39-1-1 thru 39-5-6

All bids involving an amount over \$50,000 for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, and waterworks, will require a Performance Bond, and Labor and Material Payment Bond.

<u>Performance Bond</u> - with a penalty of 100% of the contract price.

Labor and Material Bond - equaling 50% of the amount of the contract.

NOTE: The Performance and Labor Bond are only required by the awarding vendor and must be submitted before the start of the contract.

LICENSES

Any contract awarded more than \$50.000.00 will require that the contractor have a General Contractor's License. A copy of the General Contractor's License should be submitted with the bid proposal and the general contractors license number should be stated in the lower-right hand corner of the sealed envelope. The General Contractor license must permit for the use of pressure washing.

EXAMPLE:

LICENSE #1234 - Specialty SC: PRESSURE WAS

INQUIRIES

Any questions concerning this bid should be addressed in writing to Ms. La'Teasha Watkins, Buyer, who may be contacted at lateasha.watkins@bwwb.org.

BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS

The following types of bonds will be required depending on whether the bid is for the purchase of goods and services (Title 41) or whether the bid is for public works (Title 39).

Bond Requirements for Bids for purchases of Goods and Services:

<u>Title 41 Competitive Bid Law – Ala. Code §§ 41-16-54</u>

In the event the total of the bid submitted reaches or exceeds \$20,000.00, a bid guarantee must accompany the bid. This guarantee shall be not less than 5% of the amount of the bid, not to exceed \$10,000. The guarantee may be a certified check, bank draft, or bid bond at the bidder's option. The bond shall be secured by a guaranty of Surety Company acceptable to the Water Works Board using the enclosed "FORM OF BID BOND." Under no circumstance will a bid that is \$20,000.00 or more be considered unless it is accompanied by the required guarantee.

Certified checks or bank drafts must be made payable to the order of the Water Works Board of the City of Birmingham. The bid guarantee shall ensure the execution of the agreement by the successful bidder. Certified checks, bank drafts, or bid bonds of the unsuccessful bidder will be returned as soon as practical after the award of bids. The Successful bidder's check will be returned within 30 days of receipt of goods or services.

Bond Requirements for Public Works Bids:

Title 39 Public Works Bid Law - Ala. Code §§ 39-1-1 thru 39-5-6

All bids involving an amount <u>over \$100,000.00</u> for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads or other improvements, constructed, installed, maintained, renovated or repaired on public property must be accompanied with a form of a bid bond. The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, using the enclosed "FORM OF BID BOND",



Audit Clause

BWWB and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all of Contractor's records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to HUB participation under this Contract kept by or under the control of Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and it subcontractors.

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of- pocket expenses; other reimbursement supported by invoices, ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs and supporting documentation, insurance documents, payroll documents, timesheets, memoranda and correspondence (written and electronic).

Contractor shall, at all times during the term of this Contract and for a period of seven years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. Contractor shall at any time requested by BWWB, whether during or after completion of this Contract, make such records available for inspection and audit (including copies and extracts of records as required) by BWWB.

Contractor shall ensure BWWB has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the HUB participation under this Contract.

payable to the Water Works Board of the City of Birmingham for an amount <u>not less than five percent</u> (5%) of the Water Works Board's estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000).

Public Works Bids - Performance Bond and Labor and Material Payment Bond Requirements:

A Performance bond is required with a penalty equal to <u>100%</u> of the amount of the contract price.

A Labor and Material Payment bond is required in an amount <u>not less than 50%</u> of the contract price.

A Performance bond and Labor and Material bond will need to be submitted by the successful bidder after the bid has been awarded.

BID BOND

BOND/CERTIFICATE NO.

KNOW ALL PERSONS BY THESE PRESENTS: That we "the Bidder", ________a corporation ___,individual ___, partnership ___, joint venture __, of the state of ______qualified to do business in the State of Alabama, as Principal, and "the Surety," _______, of the state of _______, of the state of _______, of the state of authorized to do business as surety in the State of Alabama, are hereby held and firmly bound unto The Water Works Board of the City of Birmingham ("Owner"), as oblige, in the amount of five percent (5%) of the sum of the Bidder's Bid, which equates to the sum of \$______, but in no event more than \$10,000.00, for the payment of which the bidder and surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in compliance with law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter the contract with the Owner for the project entitled _______ covered by Bid Documents prepared by the Engineer, which Bid Documents are incorporated into this Bid Bond by this reference;

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) shall enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (b) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Owner the sum amount as provided by paragraph B below - then THIS OBLIGATION SHALL BE NULL AND VOID, otherwise THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this bond, the Surety shall be liable for the sum set forth in this Bid Bond for the difference between the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

B. Notwithstanding the Surety's obligation set forth in the preceding paragraph, if the Owner makes demand on the Principal to perform in accordance with its obligations under this bond, then pursuant to Ala. Code § 39-2-11 (1975), the Principal shall be liable for the difference in the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Principal shall pay that sum without delay. Additionally, the Principal shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

C. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

D. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bid Documents and this Bid Bond. However, if any provision(s) of this Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect and the Owner shall be protected to the full extent of the law.

IMPORTANT: The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and meets the requirements of Ala. Code 1975, § 39-2-4 and (b) that this Bid Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-2-4.

Address and Telephone of the Surety

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this _____ day of ______, 22___.

** If agent above is NOT an <u>Alabama Resident Agent</u>, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

CONTRACTOR (Sign & Print Full Name) (CORPORATE SEAL HERE)

	Ву:	
Witness	Name and Title:	
SURETY (Sign & Print Ful	Il Name) Agent:	
	(SURE TY	SEAL HERE)
Witness	Attorney-in-Fact:	
	(Attach cer	tified copy of Power of Attorney)
	License No: (Attorney-in-Fact)	
State of Alabama Insurance	License No: (Alabama Resident Agent, if app	
	NOTARY PUBLIC My commission expires:	
		(NOTARY SEAL HERE)

PERFORMANCE BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

BE IT KNOWN, that on this	_ day of the mont	th of _		, ir	n the year 20	, before
me,	, a Notary F	Public,	duly commi	ssioned	and qualified, in	n and for the
County of Jefferson, State of Ala						
named and undersigned, per	rsonally came	and	appeared			
("Contractor"), herein represent	ed by			_, its		,
as Principal, and					("Surety"), of	the State of
	, herein represent	ted by				
its	_, who jointly and	l sever	ally guarante	e to Th	e Water Works	Board of the
City of Birmingham ("Owner"),						
entered into with the Owner	for the		-			("Work"),
covered by the Contract Docum	ents to which thi	is Bon	d is attache	d by th	is reference, an	d do hereby
jointly and severally bind the Con	ntractor and Sur	ety, its	successors,	legal re	presentatives an	d assigns, in
favor of the Owner, in the full a	and true sum of _			_	_	_
(\$) Dollars, pay	yable on demand	to the	Owner.			

NOW, THE CONDITION of this obligation is that if the **Contractor** (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the **Surety**) and during any correction period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the **Surety** hereby expressly waives; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney's fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

A. Article 15 of the General Conditions governing termination of the **Contractor** for convenience or cause and default of the **Surety** and shall be binding on the **Surety** and **Contractor**. (See Appendix II for information on this article.)

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety's** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the **Contractor**, **Surety** and **Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39.

D. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney's fees.

IMPORTANT: The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the Surety	Address and Telephone of agent who is licensed in Alabama
Signed and sealed this day of	, 20
** If agent above is NOT an <u>Alabama Resident Agent</u> , co applicable (N/A).	omplete section listed below; Otherwise, indicate not
Address and Telephone of <u>Alabama Resident Agent</u> who is lice	censed in Alabama
CONTRACTOR (Sign & Print Full Name) (CORPORATI	E SEAL HERE)
By:	
Witness Name a	nd Title:
SURETY (Sign & Print Full Name)	
Agent:	
	(SURETY SEAL HERE)
Witness Attorne	y-in-Fact:
	(Attach certified copy of Power of Attorney)
State of Alabama Insurance License No. (Attorney-in-Fact) _	
State of Alabama Insurance License No. (Alabama Resident A	Agent, if applicable)
NOTARY PU	UBLIC
Notary Signature:	Date:
My commission expires	(NOTARY SEAL HERE)

LABOR AND MATERIAL PAYMENT BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

BE IT KNOWN, that on this day of the						
, a Notary Pu	ublic, duly co	mmissioned and	d qualified,	in and f	or the Cour	nty of
Jefferson, State of Alabama, residing therein,	, and in the	presence of the	e witnesse	s hereina	after named	l and
undersigned, personally came and appeared				("Cont	ractor"), h	erein
represented by	, its			, as	Principal,	and
		("Surety"),	of	the	State	of
, herein repr	resented by					, its
, who jointly and	d severally g	arantee to The	Water Wo	orks Boar	rd of the Ci	ity of
Birmingham ("Owner"), as obligee, the faithful	ul performanc	e of the Contra	act the Cor	itractor	has entered	l into
with the Owner for the (), covered b	y the Contract	Document	ts to whi	ich this Bo	nd is
attached by this reference, and do hereby jointl	y and several	ly bind the Cor	ntractor ar	nd Surety	y, its succes	ssors,
legal representatives and assigns, in fa	over of the	e Owner, in	the fu	ll and	true sum	n of
	(\$		_) Dollars	, payable	e on demai	nd to

the **Owner**.

NOW, THE CONDITION of this obligation is that if the **Contractor** (a) faithfully and promptly pays all Claimants as provided by Law and pays all wages of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the **Contractor** or by or to any Subcontractor, for use in machines used by the **Contractor**, or any Subcontractor, in the construction, erection, alteration, installation, or repair of the **Work**; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney's fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses, then this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

A. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety's** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

B. It is the intention of the **Contractor**, **Surety** and **Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the **Surety** or **Contractor** or both as provided in Ala. Code 1975 Title 39.

C. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney's fees.

IMPORTANT: The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Labor and Material Payment Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the Surety	Address and Telephone of agent who is licensed in Alabama
Signed and sealed this day of	, 22
** If agent above is NOT an <u>Alabama Resident Agent</u> (N/A).	t, complete section listed below; Otherwise, indicate not applicable
Address and Telephone of <u>Alabama Resident Agent</u> w	vho is licensed in Alabama
CONTRACTOR (Sign & Print Full Name) (CORP	ORATE SEAL HERE)
	By:
Witness	Name and Title:
SURETY (Sign & Print Full Name)	
	Agent:
	(SURETY SEAL HERE)
Witness	Attorney-in-Fact:
	(Attach certified copy of Power of Attorney)
State of Alabama Insurance License No. (Attorney-in-	-Fact)
State of Alabama Insurance License No. (Alabama Re	esident Agent, if applicable)
N	OTARY PUBLIC
Notary Signature:	Date:
My commission expires	(NOTARY SEAL HERE)

BID FORM

LyTonja Levert, Purchasing Manager The Water Works and Sewer Board of the City of Birmingham 3600 First Avenue North Birmingham, Alabama 35283-0110

Submitted below is our firm bid for items and/or services, which are in accordance with your "Invitation to Bid" and "Specifications and Conditions" for "**Pressure Washing**," due on Tuesday, February 25, 2025, at <u>10:00 a.m.</u> The undersigned has read and understands the "Invitation to Bid" and "Specifications and Conditions" and expressly agrees to be bound by the terms thereof.

Quantity	Description	Unit Price	Total Price	
5,500,000 sq. ft.	Pressure Washing per bid	\$	\$	
	"Specifications and Conditions"			

GRAND	TOTAL \$_
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Are you bidding an approved item/service per bid specifications?

Yes () No ()

Estimated

Did you, or your representative attend the mandatory pre-bid conference?

Yes () No ()

Name of Attendee

NOTE: Payment discount terms will not be considered in the award of this bid. Net 30 terms only will apply.

Note: Bid must be submitted in a sealed	DATE
Envelope, directed to the attention of the Purchasing Manager, and marked in the Lower left-hand corner as follows:	COMPANY
<u>"Bid for Pressure Washing due on Tuesday,</u> February 25, 2025, at 10:00 a.m."	ADDRESS
<u>reordary 25, 2025, at 10.00 a.m.</u>	STATEZIP
	TELEPHONE
BY	FAX
(Signature)	BEST SHIPPING SCHEDULE
NAME(Type or Print)	
TITLE	

Receipt of Bid Package

Date/Time Receipt of Response

Bid Name:

Bid No:

Issuing Officer:

Company:

Name of Delivery Agent:

Signatures

Delivery Agent Signature:

Purchasing Department Signature: _____

The BWW Purchasing Department shall retain all hard copies of each applicable receipt of bid package(s). The BWW Purchasing Department must have an applicable, executed receipt of bid package per terms and conditions of the applicable solicitation for a potential supplier's bid to be considered responsive, pending evaluation of appropriate staff.

NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Birmingham Water Works, Attn: Purchasing Manager, 3600 First Avenue North, Birmingham, Alabama 35222. All Statement of No Bid forms must be received prior to the bid opening.

Failure to respond may result in deletion of vendor's name from the Vendor/Contractor's list for the Birmingham Water Works Board.

Company Name:
Address:
Selephone:
Date:
Ve, the undersigned have declined to respond to your Bid No for
because of the following reasons.
(Service/Commodity)
Specifications too "tight", i.e., geared toward one supplier or manufacturer only. (explain below)
Insufficient time to respond to the Bid.
We do not offer this product/service.
Specifications unclear. (explain below)
Unable to meet bond requirements.
Other (specify below)
REMARKS:
SY: Signed:

(Print or Type)



Directors/Officers

Tereshia Q. Huffman *Chairwoman*

William "Butch" Burbage, Jr., CPA Vice Chairman

> Thomas E. Henderson Second Vice Chairman

> Raymond "Larry" Ward Secretary-Treasurer

Carl Dalton NeSmith, Esq. Assistant Secretary-Treasurer

Jonathan Harris Ivan W. Holloway Dr. Andre McShan Dr. Monique Gardner Witherspoon

> Interim General Manager

Darryl R. Jones, PE

Interim Deputy General Manager

Mac Underwood, CPA

Assistant General Managers

Derrick Murphy, MEng Engineering and Maintenance

Philip King, PE, MBA, MEng Operations and Technical Services

Barry Williams Interim Finance and Administration

RE: Request for Company Product and Service

To Whom It May Concern:

This correspondence is to request information on your company's profile and specific products and services you are interested in providing to the Birmingham Water Works Board. We are honored to have the opportunity to work with you and learn more about your company's mission.

The Birmingham Water Works Board's mission states, "The BWWB is committed to providing the highest quality of water to meet the needs and expectations of our customers and stakeholders. Our services enhance the economic, social, and environmental well-being of the communities we serve."

The Board wants to discover how your products or services can help meet its mission. Please provide details about your company's products, services, and supplier diversity program and any additional documents to explain your offerings further. Per the goals of our mission to strive to be a concerned corporate citizen, please provide information on how your company has been engaged in the community and the Birmingham Water Works service area.

You can learn more about the Birmingham Water Works Board at www.bwwb.org. Please email the request referenced to LyTonja Levert at tonja.levert@bwwb.org. Please get in touch with me if I can answer any questions. I look forward to hearing from you soon.

Sincerely,

Derrick M. Murphy, MEng Assistant General Manager Engineering and Maintenance Division

CC: LyTonja Levert Purchasing Manager



Supplier Information Form

1.	Name of Company				
	As Shown On W9 (Line 1)				
2.	Doing Business As				
	As Shown On W9 (Line 2):				
3.	Mailing Address:				
4.	City:	State:		_Zip:	
5.	Business#:		_Cell#:		
6.	Primary Contact Person:				
7.	Primary Contact Person Email:				
8.	Secondary Contact Person:				· · · · · · · · · · · · · · · · · · ·
9.	Secondary Contact Person Email:				· · · · · · · · · · · · · · · · · · ·
10	Type of Business:				
	.Federal ID#:				
12	. Historically Underutilized Busines	s Status: _			
	(MUST INCLUDE COPY OF CER	TIFICATE	FROM CE	ERTIFYING AGEN	ICY)

13. Description of Products and/or Services:

15. If you are a Prime (General Contractor), Subcontractor or Sub-subcontractor, please provide your Contractor License Number:

General Contractor License #: _____

Subcontractor License #: _____

Sub-subcontractor License #: _____

The Birmingham Water Works Board 3600 1st Avenue North, Birmingham, AL 35222 Phone: (205) 244-4300 • Website: www.bwwb.org



POTENTIAL SUB-CONTRACTOR LIST

This form is intended to capture any use of Sub-Contractors' during this bid award contract. This form must be completed and included in the sealed bid package. Bidder/prime contractors should also maintain a copy of this form on file.

Bidder Name:	Project Name:
Bid/Proposal No.:	Contact Person:
Address:	Cell No.:
Office No.:	Email Address:

I have identified potential certified subcontractors: O Yes O No

If yes, please complete the information below.

Subcontractor	Company Address	Phone	Email
Name/Company	Address		

BUBIRMINGHAM

FUNDS PAID AND CONFLICT OF INTEREST AGREEMENT

This Funds Paid and Conflict of Interest Agreement ("Agreement") is made a part of, and Contractor affirms, acknowledges, and agrees, that its terms and conditions are part of that certain agreement already entered into between the Water Works Board and (Supplier). The Contractor further affirms that the terms and conditions of the Agreement shall be deemed incorporated into and a part of the Original Agreement as if said terms and conditions were originally set forth in the Original Agreement.

FUNDS PAID: Contractor and the Contractor representative(s) signed below certify under penalty of perjury by the execution of this Agreement that no part of the funds paid by the Water Works Board pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in anyway whatsoever for the personal benefit of any member or employee of any government entity whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with anyone or with any member of the governingbody or employee of the governing body of the Water Works Board or any other public official orpublic employee, in any manner whatsoever, to secure or obtain this Agreement and further certifythat, except as expressively set out in the scope of work or services of this Agreement, no promiseor commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination of this Agreement due to breach, Contractor shall immediatelyrefund to the Water Works Board all amounts paid by the Water Works Board pursuant to this Agreement.

CONFLICT OF INTEREST: The Contractor declares that, as of the date of the Agreement, neither the Water Works Board, nor any of the Water Works Board's employees or any director nor any other government official is directly or indirectly interested in this Agreement or any agreement with the Contractor for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Contractor pledges that She/he/it will notify the General Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any agreement with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this Agreement, neither She/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly or indirectly or bar given or donated or promised to give or donate, either directly or indirectly or indirectly or bar given or donated or promised to give or donate, either directly or indirectly or indirectly or or bar works Board, or to anyone else for the Water Works Board's benefit, any sum of money or other thing of value for aid or assistance in obtaining

this Agreement with the Water Works Board under which compensation will be sought during the period of time this Agreement is being performed. And furthermore, that neither the Contractor nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Water Works Board, or to anyone else forthe Water Works Board's, Water Works Board's official, or Water Works Board's employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the Contractor for which compensation will be claimed during the period of time this Agreement is being performed.

Project		
Name:		
	(printed)	_
For:		
	Company Name (printed)	—
By:		
<i></i>	Signature of Authorized Representative/Title	—
Date:		
Duite		

Authorized signature:

(Please return this form with your bid form and/or proposal submittal)





WAIVING TRIAL BY JURY

The Parties hereby recognize and affirm that this Agreement is contractual in nature and that it does not involve any interest in real estate. Accordingly, all disputes, claims, controversies or litigation arising out of, or relating to, or in connection with, any provision of this Agreement or the Parties thereto, whether asserted as the basis for a claim, counterclaim or crossclaim, or a defense to a claim, counterclaim or crossclaim shall be resolved by a judge sitting without a jury. The Parties understand that they have a right to litigate disputes in court, and that they prefer to resolve their disputes through a trial before a judge sitting without a jury and that they knowingly waive any right they have to a jury trial. The Parties agree and understand that all disputes, claims, controversies or litigation arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and equitable relief will be subject to a trial before a judge sitting without a jury in accord with this contract.

Venue

The Parties agree that venue for all such disputes, claims, controversies, or litigation arising from or relating to this contract, or the parties thereto shall only be before the circuit court for Jefferson County, Alabama, the Birmingham division.

Jurisdiction

The Parties knowingly waive any right they have for subject matter jurisdiction and personal jurisdiction to be vested in any federal district court and that the parties hereby agree that the subject matter jurisdiction and personal jurisdiction to resolve any and all disputes, claims, controversies or litigation arising out of, or relating to, or in connection with any provision of this contract or the parties thereto, whether asserted as the basis for a claim, counterclaim or cross-claim, or a defense to a claim, counterclaim or cross-claim shall only be in the circuit court for Jefferson county, the Birmingham division.

GOODS AND SERVICES/PUBLIC WORKS VENDOR CHECKLIST

Description/Vendor:

Bid Date:

(If all forms are not returned with bid, your bid will be non-compliant)

HUB	FORMS and DOCUMENTATION CHECKLIST)	es or No
1.	HUB Form 1 – HUB Program Acknowledgement	🗌 Yes	🗌 No
2.	HUB Form 2 – HUB Compliance Form	🗌 Yes	🗌 No
3.	HUB Form 4 – Sub-Company Participation Form - Only for Sub-Contractors	🗌 Yes	🗌 No
4.	HUB Form 5 – Sub-Company Performance Form - Only for Sub-Contractors	🗌 Yes	□ No
5.	HUB Form 6 – Sub-Company Utilization Form – <mark>Public Works Bids only)</mark> HUB Form 6- Direct Manufacturer/Supplier Certification <mark>(Goods & Service Bids only)</mark>	🗌 Yes	🗌 No
6.	HUB Form 7 – Hub Compliance Form – (Only for Public Works Bids)	🗌 Yes	🗌 No
7.	HUB Form 8 – Prime Company Monthly Report – (Only for Public Works Bids)	🗌 Yes	🗌 No
8.	HUB Form 9 – Prime Close-out Report – <mark>(Only for Public Works Bids)</mark>	🗌 Yes	🗌 No
9.	EEO Report	🗌 Yes	🗌 No
10.	Supplier Diversity Program Questionnaire	🗌 Yes	🗌 No
11.	Certification of Non-Discrimination	🗌 Yes	🗌 No
12.	Debarment Form	🗌 Yes	🗌 No

Reviewed by BWWB Personnel: _____

A THE YOUR COMPANY

BWWB CONTRACTORS EEO REPORT

1. Select Appropriate Response				2. COMPAN	NY NAME, O	CITY, STATE:	:							3. BWWB	ROJECT/W	ORK LOCAT	TION (CITY,	COUNTY A	ND STATE)			
															-							
				-			т/	ABLE A						-						тл	BLE B	
IOB CATEGORIES	EMPL	TAL .OYED	RACIAL	TAL /ETHNIC DRITY	AFR AMEF	CK OR ICAN RICAN	HISPA LAT	NIC OR 'INO	ALASKA	N OR NATIVE			HAWA OTHER ISLA	TIVE IIAN OR PACIFIC NDER	RA	R MORE CES		IITE		NTICES	ON T TRA	HE JOB INEES
	м	F	м	F	М	F	м	F	м	F	М	F	м	F	М	F	м	F	м	F	М	F
DFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
FRUCK DRIVERS																						
RONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTERS/PLUMBERS																						
PAINTERS																						
LABORERS - SEMI SKILLED																						
LABORERS - UNSKILLED																						
TOTAL																						
																			1			
OTJ TRAINEES 4. PREPARED BY:		I	1			1	5. DATE			6. REVIE			1					1		7. DATE		
Signature and Title of Contractor Repr	esentative)									(Signature	and Title o	f BWWB Re	opresentativ	re)								



Supplier Diversity/Community Involvement Program Questionnaire

Supplier Diversity Program (SDP) promote supplier diversity in public contracting in a manner that develops, strengthens and increases business opportunities for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE). Please fill-out the following information on your company's SDP.

- 1. Supplier Name:
- 2. Contact Person and Title:
- 3. Contact Person's Email:
- 4. Contact Person's Office# :
- 5. Does your company have a Supplier Diversity Program:
 - a. If yes, please provide your website or any information pertaining to your SDP.

6. Community involvement is the **power to bring positive**, **measurable change to both the communities in which you operate and to your business**. Please provide any involvement with the community that your company participates in: Ex: charities, scholarships, etc. (United Way, Salvation Army, Children's Hosp., H2O Foundation, etc.)

7. Please provide a list of Minority vendors your company receives services or products from. Identify if the vendor is a MBE, WBE or DBE. Example: Jones Janitorial Services – MBE; Summer Office Supplies - WBE

Company Name	Company Contact Person	Company Contact Email	HUB Designation



NON-DISCRIMINATION POLICY

The Birmingham Water Works Board (BWWB) values the diversity of the people with whom we work and the contributions they make. Accordingly, the BWWB is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, independent contractors, and vendors.

The BWWB is an equal opportunity employer and all decisions regarding recruiting, hiring, promotion, assignment, training, termination, selection of volunteers and vendors, and other terms and conditions of employment will be made without consideration of age, sex, race, color, religion, gender, gender identity or expression, national origin, sexual orientation, disability, marital status, veteran status, pregnancy status, political opinion, work-related injury, or any other factor, characteristic or trait protected by applicable national, state or local laws.

Members of our community are encouraged to raise concerns or make complaints regarding discrimination or harassment under this policy without the fear of retaliation. It is a violation of BWWB policy to retaliate against an individual for raising a good-faith concern regarding workplace discrimination or harassment; filing a complaint for discrimination or harassment; or, for cooperating in an investigation of alleged discrimination or harassment. Any person found to be in violation of this policy is subject to disciplinary action.

Discrimination, harassment, disrespectful or inappropriate behavior, unfair treatment or retaliation of any kind will not be tolerated. This policy applies not only to BWWB employees but also to the volunteers, independent contractors, and business partners with whom we work. BWWB employees, volunteers, independent contractors, and other constituents, whenever and wherever those individuals are conducting BWWB business or participating in BWWB events or activities, shall maintain an environment free of discrimination, harassment, and retaliation.

Any employee who has a question or concern regarding any type of discrimination or harassment is encouraged to bring it to the attention of his/her manager or the Human Resources Department.

Vendor agrees and warrants that contractor does not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color. religion, gender, sexual orientation. gender identity or national origin.



NON-DISCRIMINATION POLICY

Executed

Contractor's Name: _____

Authorized Signature: _____

Printed Name and Title of Person Signing:

Date Signed: _____

CERTIFICATION REGARDING DEBARMENT

_____) Bid Name and Number

The below-signed Bidder at this moment certifies that it, its officers, directors, owners, stockholders, and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency;

(ii) Have not within three years preceding this bid been: debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency; or convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (ii) above.

Executed on this the _	day of	, 20

BIDDER

By:		 	
Its:			

THE STATE OF ALABAMA)

COUNTY)

BEFORE ME, a Notary Public in and for said County, in said State, here by certifies that , whose name as ______ of ______, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged that on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this _____ day of _____, 20____.

Notary Public My commission ends: _____

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

General Mission Statement

The Water Works Board of the City of Birmingham ("BWWB") has adopted a voluntary Historically Underutilized Business ("HUB") Program designed to encourage the participation of HUB firms in construction projects and goods and services. To that end, the BWWB will not exclude any firm from participation in, deny any person benefits of, or otherwise discriminate in connection with the award and performance of BWWB construction contracts and goods and services bids based on racial gender social or economic status.

It is the intent of the BWWB to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services for the BWWB. Under this program, the BWWB has established a goal of 30% participation of HUB firms for services required for BWWB construction projects goods and services. The BWWB's stated goal will not be the determining factor in construction and goods and services contract awards; rather bidders must demonstrate compliance with the Good Faith Efforts, more particularly outlined below, toward meeting said goal.

Failure on the part of a bidder to fully submit the information required herein may be considered by the BWWB in evaluating whether the bidder is responsive to bid requirements.

<u>NOTE:</u> If Bidder is a direct manufacturer/direct supplier of the goods or services sought in this Bid and has no opportunities for HUB participation, Bidder should fill out the Direct Manufacturer/Supplier Certification Form 6.

Program Goals

- To ensure nondiscrimination in the award and administration of BWWB construction contracts and goods and services.
- To help to remove barriers to the participation of HUB firms in receiving BWWB construction contracts and bids for goods and services.
- To create a level playing field on which HUB firms can compete fairly for BWWB construction contracts and bids for goods and services.

Definitions

- Historically Underutilized Business (HUB): A business formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more American citizens or permanent resident aliens who are: Minority Business Enterprise (MBE); Women's Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE) and Disable Veteran Business Enterprise (DVBE); (herein sometimes collectively referred to as HUB).
- 2. Minority Business Enterprise (MBE): A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by a person who is a member of the following groups: African/Black Americans; Hispanic Americans; Asian Pacific Americans; Subcontinent Asian Americans; Native Americans or American Women.

- 3. Disadvantaged Business Enterprise (DBE): A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more socially and/or economically disadvantaged individuals. A socially disadvantaged individual is one who has been a subject of racial, ethnic or gender bias because of their membership in a group. An economically disadvantaged individual is one whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit.
- 4. Women's Business Enterprise (WBE): A business enterprise formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by American citizens or permanent resident aliens who are women.

Resources for Identifying HUB Participants

Each bidder/prime contractor must contact BWWB HUB for assistance in identifying HUB participants. In addition to the BWWB, the following are resources for identifying HUB participants. Each bidder/prime contractor must show proof that where appropriate, these other resources were contacted for assistance in identifying Hub participants. The other resources are:

1. Alabama State Black Chamber of Commerce

Jerry Mitchell Email: wehelp@alblackcc.org Website: https://alblackcc.org Phone: (256) 551-0673 Mailing Address: P.O. Box 550022 Birmingham AL 35255

2. Alabama Department of Economic and Community Affairs (ADECA)

Office of Minority Business Enterprise (OMBE) Scott Stewart, Program Supervisor Email: Scott.stewart@adeca.alabama.gov Website: www.adeca.alabama.gov Phone: (334) 353-3966 Mailing Address: P.O. Box 5690 Montgomery, AL 36103-5690

3. Birmingham Airport Authority (BAA)

Ryan Devaney, ACDBE/DBE/Title VI Administrator Email: rveney@flybham.com Website: www.flybirmingham.com Phone: (205) 599-0568 FAX: (205) 599-0538 Mailing Address: 5900 Messer Airport Highway Birmingham, Alabama 35212

4. Alabama Department of Transportation Disadvantaged Business Enterprises

Ms. Walter Carr, DBE Liaison Officer Email: carrw@dot.state.al.us Website: <u>www.dot.state.al.us</u> Phone: (334) 242-6242 FAX: (334) 242-6256 Mailing Address: P.O. Box 303050 Montgomery, AL 36130

5. City of Birmingham, Department of Innovation & Economic Opportunity (IEO)

Coreata' Houser, Deputy Director Email: coreata.houser@birminghamal.gov Website: https://ieo.birminghamal.gov Phone: (205) 254-2799 Fax: (205) 254-7741 Mailing Address: City Hall/Third Floor 710 North 20th Street Birmingham, AL 35203

6. U.S. Small Business Administration, Alabama District Office

Carol House or Sandrieka Moore Email: Carol.house@sba.gov sandrieka.moore@sba.gov Phone: (205) 290-7892 FAX (205) 290-7404 Website: https://www.sba.gov/district/alabama Mailing Address: 2 N. 20th St., Suite 325 Birmingham, AL 35203

7. National Association of Minority Contractors (NAMC of Greater Atlanta)

Kellye A. Britton, Executive Director Email: info@namcatlanta.org Phone: (678) 943-9667 Website: www.namc-atl.org Mailing Address: 352 University Ave, S136 Atlanta, GA 30310

8. Birmingham Construction Industry Authority (BCIA)

Kimberly Baylor BivinsORAshley OrlEmail: kbaylorbivins@bcia1.orgaorl@bcia1.orgPhone: (205) 324.6202Fax: (205) 324.6210Website: https://bcia1.org/Website: https://bcia1.org/Mailing Address: 601 37th Street South Birmingham, AL 35222

9. Southern Region Minority Supplier Development Council

Mark Samuels, Regional Director-Small Business Services/Opportunity Sourcing Email: msamuel@srmsdc.org Phone (504) 293-0404 Fax (504) 293-0401 Website: https://www.srmsdc.org/ Mailing Address: 400 Poydras Street, Suite 1960, New Orleans, LA 70130

10. Birmingham Business Resource Center

Bob Dickerson, Executive Director Email: bdickerson@bbrc.biz Phone: (205) 250-6380 ext. 6610 Website: www.mybbrc.biz Mailing Address: 1500 1st Ave N Unit 12, Birmingham, AL 35203

11. Department of Veterans Affairs

Brandon Miller Email: brandon.miller@va.alabama.gov Website: https://va.alabama.gov/ Mailing Address: 100 North Union Street, Suite 850, Montgomery Alabama 36104

12. Women's Business Enterprise Council South (WBENC)

Lance Mitchell, Director of Certification & Sourcing Email: lmitchell@wbecsouth.org Phone: (205) 440-5154 or (504) 830-0149 Website: www.wbecsouth.org Mailing Address: 401 Saint Joseph St Ste 2A, New Orleans, LA 70130

13. Alabama Small Business Development Center Network (SBDC) Alabama APEX Accelerator

Tory Shumpert, Procurement Specialist Email: tory.shumpert@ua.edu Phone: (205) 348-1687 Website: https://apexal.org/ or https://www.asbdc.org/BHM/

Mailing Address: 1500 1st Avenue N. Birmingham, AL 35203

14. Black Contractors Association, Inc.-Alabama Chapter

Jarrod Sims Email: info@blackcontractorsassociationinc.org Phone: (205) 737-1599 Website: https://blackcontractorsassociationinc.org/ Mailing Address: P.O. Box 12104 Birmingham, AL 35202

15. Birmingham Business Alliance

Victor Brown, Small Business Director Email: vbrown@birminghambusinessalliance.com Phone: (205) 241-8109 Website: www.birminghambusinessalliance.com Mailing Address: 505 20th St N Ste 200, Birmingham, AL 35203

16. Associated Builders & Contractors of Alabama

Jay Reed Email: jay@abc-alabama.org Phone: (205) 870-9768 Fax: (205) 879-5090 Website: www.abc-alabama.org Mailing Address: 1830 28th Ave S, Birmingham, AL 35209

17. U.S. Minority Contractors Association (Alabama Chapter)

Jimmy Morris or Vivian McGrew Email: info@usminoritycontractors.org Phone: (847) 852-5010 Website: https://usminoritycontractors.org/ Mailing Address: 702 Commerce Court Suites B Prattville, Alabama 36066

Affirmative Steps for Good Faith Solicitation

All bidders must submit to BWWB in their sealed bids evidence of the following Affirmative Steps taken to utilize HUB's. These Affirmative Steps are required methods to ensure that HUB's have the opp01tunity to compete for contracts with BWWB.

It is up to BWWB to make a fair and reasonable judgement whether a bidder/prime company made adequate good faith efforts. The BWWB will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/prime company made. The efforts employed by the bidder/prime company should be those that one could reasonably expect a bidder/prime company to take if the bidder/prime company were actively and aggressively trying to obtain HUB participation sufficient to meet the HUB Program goals.

Below is a list of types of steps that BWWB will consider as part of the bidder's/prime company's good faith efforts to obtain HUB participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- Ensure HUBs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising, and written notices) the interest of all certified HUB's who have the capability to perform the work of the contract. The bidder/prime company must solicit this interest within sufficient time to allow the HUBs to respond to the solicitation. <u>The bidder/prime company must determine with certainty if the HUBs are interested by taking appropriate steps to follow up initial solicitations</u>.
- 2. Make information on forthcoming opportunities available to HUB's and arrange time frames for the submission and finalization of contracts and established delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by HUB businesses in the competitive process. This includes, at a minimum, seeking and receiving solicitations for contract bids or proposals 2 calendar days before sealed bids are due to BWWB.
- 3. Once the contract has been awarded, the prime company should continue to use its best efforts to further increase HUB participation toward reaching the BWWB stated goal.
- 4. Consider in the bidding process when competing for large contracts the possibility of dividing total requirements whenever economically feasible into smaller tasks or quantities to pelmit maximum participation by HUBs in the competitive process.
- 5. Encourage contracting with a consortium of HUB's when a contract is too large for one such film to handle individually.
- 6. Negotiate in good faith with interested HUB sub-companies. Evidence of such good faith negotiations should include the names, addresses, and telephone numbers of HUB sub-companies that were considered; a description of the information provided regarding the request for proposal, request for qualifications, plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for HUB sub-companies to perform the work.
- 7. Provide documented proof of steps taken to comply with items 1 through 7 above.

Bidders/Prime companies must submit or provide the following HUB Forms as outlined below:

1) Acknowledgement of HUB Program (HUB Form 1). All bidders are to read, sign and include in their sealed bid the Acknowledgement of HUB Program, indicating that they fully understand and will voluntarily participate in and follow the guidelines and instructions included in the BWWB HUB Program.

2) <u>HUB Compliance Form (HUB Form 2).</u> This form must be completed <u>and included with all</u> <u>sealed bids</u> for goods and services/public works with the BWWB.

3) <u>HUB BID SOLICITATION NOTICE {HUB FORM 3).</u> All bidders shall complete this form and submit to the BWWB and the HUB Consultant no later than seven (7) days after the scheduled date of the pre-bid conference. This form may be submitted in person at the pre-bid conference. Prospective bidders are to submit with their bid documents a copy of their HUB Form 3 with acknowledgement of receipt box completed by the HUB Consultant. (This form has been removed)

4) <u>HUB Sub-company Participation Form (HUB Form 4).</u> This form gives a HUB sub-company the opportunity to describe the work the HUB sub-company received from the bidder/prime company, how much the HUB sub-company was paid, and any other concerns the HUB sub-company might have. Bidder/prime company shall provide copies of **HUB Form 4** to all HUB sub-companies.

5) <u>HUB Sub-company Performance Form (HUB Form 5)</u>. This form captures an intended HUB sub-company's description of work to be performed for the bidder and the price of the work proposed to be performed by the HUB sub-company. This form is to be provided by the bidder to each HUB sub-company and <u>submitted along with the HUB Compliance Form included in the bid documents.</u>

6) <u>HUB Direct Manufacturer/Supplier Certification (HUB Form 6).</u> This form captures the direct manufacturers or suppliers of goods and services sought in the bid and have no distributors, wholesalers, retailers, or other intermediaries, and thus do not have any opportunities for HUB participation in this Bid. (This form is used for Goods and Services bids only)

7) <u>HUB Sub-company Utilization Form (HUB Form 6).</u> This form captures the bidder's/prime company's intended use of an identified HUB sub-company and the estimated dollar amount of the work. This form is to be completed by the bidder/prime company and submitted with the HUB Compliance Form included in the bid documents.

(This form is used for Public Works bids only)

8) <u>Changes to Approved HUB Compliance Form (HUB Form 7).</u> If any changes, substitutions, or additions are proposed to the sub-company identified in the bid or any other time during the work, <u>the</u> <u>bidder/prime company must submit this information to BWWB for prior written approval</u>. No changes to the sub-company can occur without the BWWB's prior written consent.

(This form is used for Public Works bids only)

9) <u>Monthly Report Form (HUB Form 8)</u>. With each monthly pay request submitted to BWWB, the prime company is required to submit updated monthly HUB Form 8 reports which identify HUB firms' participation. Monthly pay requests <u>will not be processed</u> without the updated list of HUB firms. (This form is used for Public Works bids only)

10) <u>Project Close-out Report (HUB Form 9).</u> Upon completion of the contract and prior to final payment or release of retainage, the prime company is required to submit a **HUB Form 9** Project Close-Out Report that includes a final listing of all HUB participants on the project. The Project Close-Out Report, with documented HUB participation, is a <u>prerequisite</u> to process the final pay request.

(This form is used for Public Works bids only)

Sub-companies must be certified as HUBs in order to be counted toward the bidder's/prime company's HUB accomplishments.

The documentation of the good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The bidder/prime company is strongly encouraged to follow up on each written, fax, or email solicitation with at least one logged phone call.

The bidder/prime company must employ the affirmative steps set out above to subcontract with HUB, even if the bidder/prime company has met its goal of HUB participation.

If a HUB sub-company fails to complete work under the subcontract for any reason, the prime company must notify BWWB in writing prior to any termination and must employ the good faith efforts described above if using a replacement sub-company. Any proposed changes from an approved HUB sub-company must be reported to BWWB on the Changes to Approved HUB Compliance Form (**HUB Form 7**) prior to initiation of the action.

HUB FORM ONE (HUB Program Acknowledgment)

The Water Works Board of the City of Birmingham ("BWWB") has initiated a program to encourage the participation of HUB companies (as that term is defined in the HUB Program) on BWWB's Goods and services/Public works bids. This signed statement serves as an acknowledgment by the undersigned bidder/Prime company that it fully understands and will voluntarily participate in and follow the guidelines and instructions included in the BWWB HUB Program.

Company: _____

Submitted By (Print Name and Job Title): _____

Signature:

HUB FORM TWO (HUB Program Compliance Instructions)

Please submit the following with the HUB COMPLIANCE FORM:

- I. List of all committed and uncommitted subcontractors by trade, including_ company name, address, telephone number, contact person, dollar amount of subcontract, and HUB status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- II. Proof of HUB certification for each subcontractor listed as a HUB.
- III. Documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.
- IV. Justification for not selecting a certified HUB subcontractor that submitted a low bid for any subcontract area.
- V. HUB Form 5 HUB Subcontractor Performance Form.
- VI. HUB Form 6 HUB Subcontractor Utilization Form.

HUB FORM TWO

HUB Compliance Form

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR HUB COMPLIANCE. THE PROPOSED BIDDER/PRIME COMPANY SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE **PRIOR** TO SUBMITTAL.

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify criteria used in selecting sub-companies and suppliers were applied equally to all potential participants and that HUB Sub-company Participation Form (HUB Form 4) and HUB Sub-company Performance Form (HUB Form 5) were distributed to all HUB contractors.

Bidder/Prime Company:

Bidder/Prime Company (Printed- Authorized Signing Agent Name and Title):

Authorized Signature and Date:

GENERAL INFORMATION

Owner's Name:

Owner phone number/email:

Bidder/prime company:

Bidder/prime company Point of Contact:

Bidder/prime phone number/email:

Bidder/prime company total bid amount: \$	
·	

Proposed HUB Sub-company participation amount: <u>\$</u>____Percentage: ____%

HUB FORM SIX Goods and Services Direct Manufacturing

I/we hereby certify that we are direct manufacturers or suppliers of the goods or services sought in this Bid and have no distributors, wholesalers, retailers, or other intermediaries, and thus do not have any opportunities for HUB participation in this solicitation.

Bidder Name		Solicitation Name:
Solicitation No.	Point of Contact	
Address		
Telephone No.		Email Address

Please use the space below to explain the details about your business and why there are no HUB opportunities for your bid:

INSERT FOR BIDS OR RFP's REGARDING SECTION 9 OR IMMIGRATION ACT

Ala. Code §31-13-9 (1975) provides that as a condition for the award of any contract, grant or incentive by the Water Works Board of the City of Birmingham, a business entity or employer that employs one or more employees within the State of Alabama, shall not knowingly employ, hire for employment, on continue to employ an unauthorized alien. You should provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

If you are not enrolled, the website is <u>e-verify program</u>. Click on the home page. Once on the home page, click on <u>Enroll in E-verify</u>, it will take you through the necessary steps to enroll. Print documents and submit as requested.



Supplier Diversity/Community Involvement Program Questionnaire

Supplier Diversity Program (SDP) promote supplier diversity in public contracting in a manner that develops, strengthens and increases business opportunities for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE). Please fill-out the following information on your company's SDP.

- 1. Supplier Name:
- 2. Contact Person and Title:
- 3. Contact Person's Email:
- 4. Contact Person's Office# :
- 5. Does your company have a Supplier Diversity Program:
 - a. If yes, please provide your website or any information pertaining to your SDP.

6. Community involvement is the **power to bring positive**, **measurable change to both the communities in which you operate and to your business**. Please provide any involvement with the community that your company participates in: Ex: charities, scholarships, etc. (United Way, Salvation Army, Children's Hosp., H2O Foundation, etc.)

7. Please provide a list of Minority vendors your company receives services or products from. Identify if the vendor is a MBE, WBE or DBE. Example: Jones Janitorial Services – MBE; Summer Office Supplies - WBE

Company Name	Company Contact Person	Company Contact Email	HUB Designation

And The Your Company
A Gas Emilian

BWWB CONTRACTORS EEO REPORT

1. Select Appropriate Response				2. COMPAN	NY NAME, O	CITY, STATE:	:							3. BWWB	ROJECT/W	ORK LOCAT	TION (CITY,	COUNTY A	ND STATE)									
															-													
				-			т/	ABLE A						-						тл	BLE B							
IOB CATEGORIES	TOTAL EMPLOYED								RACIAL	TAL /ETHNIC DRITY	AFR AMEF	CK OR ICAN RICAN	HISPA LAT	NIC OR 'INO	ALASKA	N OR NATIVE			HAWA OTHER ISLA	TIVE IIAN OR PACIFIC NDER	RA	R MORE CES		IITE		NTICES	ON T TRA	HE JOB INEES
	M	F	м	F	М	F	м	F	м	F	М	F	м	F	М	F	м	F	м	F	М	F						
DFFICIALS																												
SUPERVISORS																												
FOREMEN/WOMEN																												
CLERICAL																												
EQUIPMENT OPERATORS																												
MECHANICS																												
FRUCK DRIVERS																												
RONWORKERS																												
CARPENTERS																												
CEMENT MASONS																												
ELECTRICIANS																												
PIPEFITTERS/PLUMBERS																												
PAINTERS																												
LABORERS - SEMI SKILLED																												
LABORERS - UNSKILLED																												
TOTAL																												
																			1									
OTJ TRAINEES 4. PREPARED BY:		I	1			I	5. DATE			6. REVIE			1					1		7. DATE								
Signature and Title of Contractor Repr	esentative)									(Signature	and Title o	f BWWB Re	opresentativ	re)														

INSURANCE

Public Works Bids

Contractors shall not commence any work until all the insurance as provided herein is obtained nor until the Board has approved such insurance. Certificates issued by the Contractor's Insurance Company must be filed with the Board before any work is commenced as evidence of the insurance as provided herein. Such certificates must contain a clause stating that the Insurance Company will notify the Board ten days prior to any change, cancellation or renewal of the Contractor's insurance.

Workmen's Compensation Insurance: The Contractor shall carry Workmen's Compensation Insurance during the life of the Contract to insure statutory liability to their employees.

Comprehensive General Liability and Property Damage: The Contractor shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the Contractor's own operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage.

Comprehensive Automobile Liability and Property Damage: The Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering (a) Contractor's own automobile equipment and (b) hired and non-owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 each accident for bodily injury and \$100,000 for property damage.

HUB BID FORM 3 SOLICITATION NOTICE CATEGORIES (Only for Public Works Bids)

Check all categories that apply to the referenced project:

()	Demolition:
()	Dewatering:
()	Geotechnical Work:
()	Material Testing:
()	Site Clearing and Grubbing:
()	Grading/Earthwork:
()	Erosion Control/Silt Fence:
()	Fencing:
()	Grassing:
()	Landscaping/Plantings:
()	Pavement Striping/Marking:
()	T.V. Inspection:
()	Prep Manholes for Rehabilitation:
()	Pipe Point Repairs:
()	Hauling/Trucking:
()	Concrete Curb & Gutter:
()	Concrete Sidewalks:
()	Pour & Finish Concrete Flat Work:
()	Concrete Formwork:
()	Install Reinforcing Steel:
()	Point, Patch & Rub Concrete:
()	Cementious Coatings:
()	Masonry Work:
()	Wood Cabinets:
()	Asphalt Shingle Roofing:
()	Built-up Roofing:
()	Metal Roofing:
()	Gutters and Downspouts:
()	Waterproofing/Dampproofing:
()	Insulation:
()	Glass & Glazing:
()	Gypsum Wall Board System:
()	Ceramic/Quarry Tile:
()	Resilient Flooring:
()	Acoustical Ceilings:
1)	Carpet:
()	Wall Coverings:
()	Painting:
()	HVAC:
(0.50	Plumbing:
		Electrical:
(Underground Duct Banks:
		Material Supply:
		Other:

HUB Program

HUB FORM 4 HUB Sub-Company Participation Form

Bidders/prime companies must provide this form to its HUB sub-companies. This form gives a HUB subcompany the opportunity to describe work received and/or report any concerns regarding the project (e.g., in areas such as termination by prime company, late payments, etc.). The HUB sub-company can complete and submit this form to BWWB at any time during the project period of performance.

Sub-Company Name:	Bid Name:	
Bid/Proposal No.	Point of Contact:	
Address:		
Telephone No.	Email Address:	
Prime Company Name:		

Contract Item Number	Description of Work Received from the Prime Company Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Company

Please use the space below to report any concerns regarding the above project:

Sub-Company Signature	Print Name
Title	Date

HUB Form 5

HUB Sub-Company Performance Form

This form is intended to capture the HUB Sub-company's description of work to be performed and the price of the work submitted to the HUB. Bidder/Prime company must require its Sub-company to complete this form and include all completed forms in the sealed bid package.

Sub-Company Name:	Bid Name:	
Bid/Proposal No.	Point of Contact:	
Address:		
Telephone No.	Email Address:	
Bidder Name:		

Contract Item Number	Description of Work Submitted to the Bidder/Prime Company Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to Bidder/ Prime Company

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. Bidder/Prime company is aware that in the event of a replacement of a Sub-company; it will adhere to the replacement requirements set forth in HUB program.

Bidder/Prime Company Signature	Print Name
Title	Date
Sub-company Signature	Print Name
Title	Date

Form 6

HUB Sub-Company Utilization Form (Only for Public Works Bids)

This form is intended to capture the bidder's/Prime company actual and/or anticipated use of identified certified HUB Sub-company, the date the HUB Sub-company submitted the bid or proposal, and the estimated dollar amount of each contract. This form must be completed and included in the sealed bid package. Bidder/Prime company should also maintain a copy of this form on file.

Company Name:		Bid Name:			
Bid/Proposal No.		Point of Contact	:		
Address:					
Telephone No.		Email Address:			
I have identified potential HUB certified Sub-companies If yes, please complete the table below. If no,		• Yes		O No	
Sub-Company Name/ Company Name			Solicitation Date	Est. Dollar Amt.	Currently HUB Certified Y/N

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. I am aware of that in the event of a replacement of a Sub-company; I will adhere to the replacement requirements set forth in HUB Program.

Print Name
Date

HUB Form 7

<u>Changes to Approved HUB Compliance Form</u> (Only for Public Works Bids)

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify that criteria used in selecting Sub-companies were applied equally to all potential participants.

(Prime Company signature)

Date _____

(Printed name and title)

GENERAL INFORMATION:

- (1) If an approved Sub-company is terminated or replaced, please identify this company and briefly state reason.
- (2) For new or additional Sub-companies, list name, trade, address, telephone number, contact person, dollar amount of contract, and HUB status.
- (3) Attach proof of HUB certification for each Sub-company listed as a HUB.
- (4) Attach documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime company is strongly encouraged to follow up each solicitation with at least one logged phone call.
- (5) Provide justification for not selecting a certified HUB Sub-company that submitted a low bid for any contract area.

HUB Form 8

(Only for Public Works Bids)

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

MONTHLY REPORT FORM

(TO BE SUBMITTED WITH EACH MONTHLY PAYMENT REQUEST)

HUB DOCUMENTATION

GENERAL CONTRACTOR:

CONTACT:

NAME OF PROJECT:

TOTAL PROJECT AMOUNT \$_____

SUBMITTED WITH PAYMENT REQUEST NUMBER:

DATE SUBMITTED:

List Each HUB Firm Utilized	Original Contract Amount	BILLINGS			
	(\$)	Previous (\$)	This Period (\$)	Total (\$)	
			P		
Tota	ls				

Instructions:

- 1. Complete this form regarding the HUB firm's utilized on the specified project.
- 2. Submit completed form with each monthly payment estimate to BWWB.
- 3. Submission of this form is a prerequisite for processing the monthly payment estimate.
- 4. If no HUB firm is utilized, write/type "N/A" in the first blank in the left-hand column.

HUB FORM 9

(Only for Public Works Bids)

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

PROJECT CLOSEOUT REPORT

GENERAL CONTRACTOR:

CONTACT:

NAME OF PROJECT:

DATE SUBMITTED:

List Each HUB Firm Utilized	Original Contract Amount (\$)	Final Contract Amount (\$)	Changes in Original and Final Contract Amounts (\$)
Totals			

Instructions:

- 1. Complete this form regarding the HUB firm's utilized upon completion of the specified project.
- 2. Submit completed form to BWWB with request for release of retainage.
- 3. If no HUB firm is utilized, write/type "N/A" in the first blank in the left-hand column.