

CITY OF BIRMINGHAM

INFORMATION TO BIDDERS

1. Bids will be opened in Conference Room 220, 2nd Floor of City Hall, at **2:00 pm (CDT), Wednesday, February 19, 2025.**
2. A **MANDATORY PRE-BID CONFERENCE** will be held on **Wednesday, February 5, 2025 at 3:00 pm (CDT) in Conference Room 220.** The pre-bid conference will acquaint potential bidders with various aspects of the project.
3. The Contract will be with the City of Birmingham, Alabama.
4. Work Locations: various citywide; please see the Locations List.
5. Type of Work: asphalt pavement patching, mill/seal, deep patching, concrete curb & gutter; concrete paving (alternate bid item).
6. Contract Time: **One hundred eighty** (180) consecutive calendar days.
7. The Contractor shall, upon authorization by the City, give notice of completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be furnished to the City.
8. Construction shall be in accordance with the City of Birmingham's Standard Specifications for the Construction of Public Works Projects, latest edition, except as amended in this document: <https://www.birminghamal.gov/work/building-codes/>.
9. Hard copies of bid documents will no longer be provided by the City of Birmingham. Bid documents, Specifications, and any Plans may be purchased and downloaded from the Birmingham Plan Room, maintained by Alabama Graphics, at <https://www.birminghamplanroom.com>. Any cost for reproduction of the bid documents shall be the responsibility of bidders.
10. Prospective bidders are advised to check their source of bid documents frequently for any addenda to the bid documents. It is the bidder's responsibility to bid on the correct set of bid documents.
11. Bids shall be accompanied by 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, in an amount equal to 5% of the bid (subject to

maximum of \$10,000) and payable to the City of Birmingham. Bid bonds of the three (3) lowest bidders will be held for a period of ninety (90) days unless bidders agree, in writing, to a longer period of time. No bid may be withdrawn after the scheduled closing time for the receipt of the bids for a period of ninety (90) days.

12. A performance bond in an amount equal to 100% of the contract amount and a payment bond in an amount equal to 100% of the contract amount will be required of the successful bidder. Said bonds shall be executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama. Failure to submit these bonds will result in the successful bidder's bid being rejected.
13. The Contractor shall purchase all materials to be incorporated into the work **TAX FREE** in accordance with Legislative Act #2021-372 as authorized on May 6, 2021.
14. Liability insurance certificates shall be required of the successful bidder and such certificates shall list the City of Birmingham, its employees and agents as additional named insured. The insurance certificate shall be submitted prior to being awarded the contract. Failure to submit this certificate will result in the successful bidder's bid being rejected.
15. Only Contractors licensed as required by Chapter 8 of Title 34, Section 1-26 inclusive, Code of Alabama 1975, as may be amended, may submit bids and be considered.
16. The successful bidder will be required to provide a copy of his or her current City of Birmingham business license prior to being awarded the contract. Failure to submit this document will result in the successful bidder's bid being rejected.
17. Bids shall be submitted in a sealed 9.5" x 12.5" envelope marked "**Pavement Patching 2025**". Contractors shall write on the outside of the sealed bid envelope his or her State of Alabama general contractor's license number as well as the name of the company submitting the bid. The sealed bid envelope shall contain the following documents: (1) the Form of Proposal with the Sales Tax Attachment, (2) the Authorization to Execute the Form of Proposal, (3) bid bond or equivalent; (4) MBE/DBE forms A, C & D (5) a copy of the Contractor's State of Alabama General Contractor's License, (6) and a Signed Acknowledgement of any Addendums.

If the documents cited are not included and/or the requested information is not provided as indicated, the bid may be considered non-responsive and will not be read.

18. The successful bidder will be required to execute and submit the Construction Certification form prior to being awarded the contract. Failure to submit this form will result in the successful bidder's bid being rejected.

19. **Immigration Law Compliance**

(a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”).

(b) Contractor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Contractor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by ensuring such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Contractor knows is not in compliance with the Act.

(d) By signing the Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

20. In accordance with the bid documents, the prime contractor must submit a list of the names of the subcontractors and vendors to be used on the project to the City Engineer for review. The City Engineer's written consent must be obtained before a notice to proceed will be issued.
21. Compliance with 24 CFR, Part 135.3, is required by all contractors/subcontractors who perform work on projects involving over \$200,000 in housing and community development assistance and are awarded a contract/subcontract in excess of \$100,000.
22. Minimum wages specified in the applicable wage determination issued under the Davis-Bacon and Related Acts, if applicable, and included as a part of the bid specifications must be paid all laborers and mechanics employed or working the

construction or development of the project. Also required by all contractors and subcontractors is compliance with the Federal Labor Standards Provisions (HUD 4010) included as a part of the bid specifications.

23. Special attention is called to the applicability of the Birmingham Plan-Construction Industry Program to this project. Under this Program the utilization of Minority Business Enterprises and Disadvantaged Business Enterprises ("MBE/DBE") is encouraged on a voluntary basis. The Construction Industry Authority establishes a system of floating MBE/DBE goals which may differ from year to year and project to project. Overall, these goals shall not be less than the historical participation of MBE/DBE's in construction projects of the City and its agencies. Additional information about this Program may be obtained from the Executive Director, Birmingham Construction Industry Authority at 3600-4th Avenue, South, Birmingham, AL, 35233; telephone (205) 324-6202. For federally funded contracts, the provisions of the President's Executive Order 11246 and federal agency regulations requiring affirmative action to achieve employment and utilization of minority persons and businesses, and the Davis-Bacon Act provisions are applicable.
24. As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.
25. In accordance with Alabama Act 94-487 (Alabama Underground Utilities Damage Prevention Act), all contractors are required to contact all underground facility owners directly if said owners are not members of Alabama One Call (www.al1call.com) A copy of the act can be reviewed in the Office of the City Engineer, Room 220, City Hall.
26. A Weekly Payroll affidavit (certified payroll), Form No. WH347 Department of Labor Wage Hour Division, will be required on all contracts.
27. As per Act No. 97-225, the amount due the Contractor under the terms of the contract shall be paid upon the Contractor's presentation of: (1) a properly executed and duly certified voucher for payment; (2) a release, if required, of all claims and claims of lien against the municipality arising under and by virtue of the contract, other than such claims of the Contractor, if any, and; (3) proof of advertisement as provided by law.
28. All work contemplated by this project shall comply with the Americans with Disabilities Act.

29. The following documents shall be considered part of the contract and shall be submitted at the time the successful bidder returns the bonded and signed contracts to the City:
- (a) Performance Bond.
 - (b) Payment Bond.
 - (c) Agency Agreement.
 - (d) Construction Certification Form.
 - (e) An ORIGINAL and four (4) copies of your liability insurance certificate. All liability certificates of insurance shall name the City of Birmingham, its officers, agents and employees and include the following statement:
“The City of Birmingham, its officers, agents and employees shall be additional named insured.”
Liability insurance certificates without this statement will be considered unacceptable.
 - (f) One (1) copy of the Subcontractor Vendor List on company letterhead.
 - (g) Appropriate affidavit.
 - (h) City of Birmingham Business License.
 - (i) Acknowledgement of Addendum.
 - (j) Transparency if City Government Disclosure.

The bonded and signed contracts, along with the documents listed above, shall be returned to the Office of the City Engineer within ten (10) days of being received by the successful bidder. If you have any questions, please contact the Department of Capital Projects at (205) 254-2634 or email: capitalprojects@birminghamal.gov

30. The contract includes the bid specifications, all addenda and proposal, contract forms and contract bonds, specifications, supplemental specifications (if any), special provisions (if any), general and detailed plans, notice to proceed, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.
31. The successful bidder shall acknowledge and agree that the City has the right to deduct from the total amount of consideration to be paid, if any, to the successful bidder under the contract all unpaid, delinquent, or overdue license fees, taxes fines, penalties, and other amounts due the City from the successful bidder.
32. All estimates, after the first one, shall be accompanied by a Partial Release of Lien Form, in the form provided in the contract, signed and attested by all subcontractors that received payments on the previous estimate.

33. An awarding authority may purchase materials or equipment for a Public Works Project using certain exceptions in The Alabama Competitive Bid Law. Act 2023-497.
34. The City of Birmingham shall only enter into a contract with a company for goods or services if the contract contains a written verification from the company that the company, does not and will not engage in economic boycotts during the term of the contract. Act 2023-409. This documentation shall be submitted along with the requirements outlined in Item 30 above.

END OF SECTION