

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

<b>TO:</b>	Prospective Bidders
<b>INVITATION TO BID NUMBER:</b>	23-54 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> )
<b>SEPARATE SEALED BIDS FOR:</b>	CRGP HOUSING REHABILITATION
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Melinda Cunningham, Senior Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227

**\*\*\*IMPORTANT SOLICITATION DATES\*\*\***

<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>
May 5, 2023 BY 5:00 PM (Central Standard Time)	May 8, 2023 AT 10:00 AM (Central Standard Time)

**Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled Work, then click Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.**

**BID OPENING WILL BE HELD AT:**  
Purchasing Division  
P-100 City Hall  
710 North 20<sup>th</sup> Street  
Birmingham, AL 35203-2227

**TELEPHONE INQUIRIES – NOT ACCEPTED**

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Melinda Cunningham at [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov).

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the "Bid Opening Due Date" may not be considered.

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:



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**INVITATION TO BID**

Sealed bids marked "CRGP HOUSING REHABILITATION" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19<sup>th</sup> Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 PM central time (standard or daylight savings time, as applicable) on May 5, 2023.

Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 10:00 AM on May 8, 2023.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City's website at [www.birminghamal.gov](http://www.birminghamal.gov) (click on the link titled **Work** then click on **Bidding Opportunities**).

**ADDENDA**

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

**TELEGRAPHIC/ELECTRONIC RESPONSES**

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

**TERM OF CONTRACT**

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

**CERTIFIED CHECK/BID BOND/CASHIER'S CHECK**

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond in the amount of \$1,000.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids are to be submitted on the bid form provided delivered F.O. B. City of Birmingham, Birmingham, AL 35203.

Bids must be submitted in a sealed envelope marked ITB# 23-54 "CRGP Housing Rehabilitation", 5:00 PM, May 5, 2023. Bids may be hand delivered to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or mailed to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) must specify delivery to Room P-100, 1st Floor-City Hall.

  
Edward Williams, Assistant Purchasing Agent

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**MELINDA A. CUNNINGHAM, SENIOR BUYER  
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**APRIL 12, 2023  
ITB: 23-54**

**INVITATION TO BID *Continued***

**GENERAL**

The City of Birmingham is seeking bids for the rehabilitation of houses under the critical repair grant program (CRGP) funded by the Federal Government. Each project (address) is funded in an amount not to exceed \$15,000.00 total. Work write-ups have been structured based on reasonable estimates to ensure the allowable grant amount is not exceeded. **NO AWARD WILL BE MADE FOR AN AMOUNT GREATER THAN \$15,000.00/PROJECT (address).** Award will be made to the lowest, responsive, responsible bidder for each individual project (address).

By definition the repairs are critical to maintain the safety and stability of the structures. Bidders may bid on one or all projects (addresses); however bidder must be able to complete all work awarded to him/her in no more than 45 calendar days (all time is to be considered calendar days unless otherwise stated) from receipt of purchase order(s) or 49 calendar days from date purchase order was printed, whichever is the longer period of time. Each bidder shall state on the bid form the number of days he will require to complete the rehabilitation of each specific house bid. Based on this information, the City will not award any one contractor more houses than can be completed within a cumulative total of 45 calendar days. The remaining houses will be awarded to the next low bidder (s) in the same manner as the given example. Failure to comply with the completion time as stated will result in assessment of late charges at a rate of \$50.00 for each calendar day (for a maximum of 10 calendar days) over the stated completion time. Late charges will be deducted from vendor's (bidder's) invoice.

**CONTACT**

Any questions concerning these specifications should be addressed to Melinda A. Cunningham, Purchasing Division, 205-254-2878 or by email, [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov) between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

**SPECIFICATIONS**

Use of specific brand names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or other equipment considered best adapted to the City's intended use. All materials are to be new: no used, remanufactured or refurbished materials will be considered acceptable.

Proprietary specifications may be waived for functional equivalents offered. Functional equivalents are subject to the approval of the Community Development Department.

**SECTION A**

Please see the attached specifications and pricing section for each project. Bidder may elect to submit bids for one or all projects.

**SCOPE**

Scope of the work shall include all labor, materials, equipment, permits, drawings, (if any) and services necessary for the proper completion of the rehabilitation of the property identified in the WORK WRITE-UP.

**THE WORK WRITE-UP**

Shall take precedence over this Standard Specification and when in conflict, the material, equipment and workmanship called for in the work write-up will be required.

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**INVITATION TO BID *Continued***

**CHANGES IN THE WORK**

Including substitutions of materials, change in the scope or workmanship required by these specifications, which may be proposed by the Contractor, or found necessary or desirable as the work progresses, shall be in writing with price change given, and shall be approved by the Contractor, Owner, and the Housing Division of the Department of Community Development, City of Birmingham, Alabama, before any work incidental thereto is started.

**WORKMANSHIP**

Shall be done in accordance with the standards of the several trades known as a "workmanlike manner".

**MATERIALS**

Shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their delivery to the job.

**REPAIRS**

Shall be made to all surfaces damaged by the Contractor resulting from this work under this contract at no additional cost to the Owner.

Where "repair of existing work" is called for by the contract, the feature is to be placed in "equal to new condition" either by repair or replacement; all damaged or loose, or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.

**INSPECTION OF THE WORK**

During normal working hours by authorized inspectors shall be facilitated by the Contractor, and the work shall be subject to the inspectors' approval and acceptance.

**SUB CONTACTORS**

Shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor, (or bidder acting as General Contractor) if such a one is awarded the contract, from the full responsibility of the Owner for the proper completion of all work to be executed under this agreement, and shall not be released from this responsibility by any sub-contractual agreement he may make with others.

**ADJACENT PROPERTY**

When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.

**TIME FRAME OVERLAP**

Anytime there is a completion time frame overlap of a prior bid award with a current bid opening and award process, the City reserves the right to take into consideration the existing work not yet completed on the prior award in determining the number of houses a contractor is eligible to be awarded under the newly opened bid based on the 45 day completion time requirement

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**INVITATION TO BID *Continued***

**PERMITS, CODES & REGULATIONS**

All equipment, construction, and installation will comply with City, County, State and Federal codes, regulations and standards. This includes, but is not limited to, all Building, Electrical, Gas Plumbing, Mechanical, Southern Building Codes, CABO, ANSI A117 revised, RRP and Lead Reduction Safe Work Practices, and FHA Minimum Property Standards. In the event of conflict or ambiguity, the most stringent of all the aforementioned shall govern. Successful bidder will obtain and pay for all permits and impact fees necessary, notify proper authorities for inspections and furnish any certificates required for the work.

**EXAMINATION OF SITE**

All bidders are expected to visit the site of the work to ascertain existing conditions. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing all materials and equipment, and performing all work required for completion of the contract.

**TIME IS OF THE ESSENCE**

Successful bidders shall have up to 45 calendar days based on the cumulative total days bid for all houses awarded from notice to proceed (purchase order) to complete the rehabilitation of the houses covered in the given notice to proceed. Failure to comply with the completion time as stated in the Notice to Proceed (purchase order) will result in assessment of late charges at the rate of \$50.00 for each calendar day over the cumulative total of days for the houses awarded plus any granted extension, for a maximum of 10 calendar days. This amount shall be subtracted from any amount due the contractor by the City for completion of the job. Failure to complete any contract work within the cumulative total of completion days plus any granted extension days, plus up to a maximum of 10 days late penalty time will result in termination of contract, forfeiture of the performance bond and the bidder will be declared a non-responsible bidder and will not be given consideration to receive any future bid awards for a period of twelve (12) months.

It is the City's intent not to award more rehabilitation work to a single contractor than the contractor can complete within a 45-calendar day time frame. However, should the situation arise that there is an insufficient number of responsive, responsible bids received to accomplish this goal, the City reserves the right to award more work to a single contractor than the 45-day completion time would allow. The extended completion time for any such award would be based on the actual completion time stated on the contractors bid form for the additional houses. This action must be mutually acceptable to the City and the contractor.

**SAFETY**

The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

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**INVITATION TO BID *Continued***

**PROTECTION DAMAGE**

Contractor will be responsible for any damage to property of the City or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

**INSTALLATION/QUALITY ASSURANCE**

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

**CLEANING AND SAFETY**

Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described throughout this document. At no time shall construction interfere with daily work within the building or cause a safety or code violation around public and private entrances.

All precautions shall be taken to promote the safety of the public and employees. The successful bidder must have verifiable, active, safety policies. Contractor is responsible for all damage to existing City or public property, including but not limited to the building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

**PRE-EXISTING CONDITIONS**

All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

**THE WARRANTY**

The warranty which is Attachment A must be signed and included with the bid.

**PROGRESS CLEANING**

Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction. As necessary, completely remove all scrap, debris and waste material from job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology. All areas must be cleaned of dust and debris after each day's work.

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**INVITATION TO BID *Continued***

***SECTION B***

**DEMOLITION:**

All parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated.

**CARPENTRY:**

- a. Framing lumber shall be no less than new #2 yellow pine material unless otherwise specified.
- b. Finish lumber shall be of a species and grade suitable for its intended use, kiln dried, free from tool marks and other objectionable defects.

**ELECTRICAL, PLUMBING AND HEATING:**

All equipment and materials shall comply with and be installed in accordance with Birmingham City Codes.

**INSTRUCTIONS:**

Bidder is to provide a complete price breakdown as shown on the work write up for each project/address included in this bid package. Bidders may bid on one or all projects (addresses) no partial bids will be considered. Bidder is to total the individual prices provided for each project/address and include that amount as the Grand Total for each work write up. The Grand Total amount is to be transferred to the Bid Form that follows the work write up. Bidder must complete and return the fully executed Bid Form Signature Page along with the work write up page(s), Bid Form Page(s) and Attachment

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**INVITATION TO BID *Continued***

**W-9 FORM**

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

**LICENSE**

For any project award valued at an amount equal to or greater than \$10,000.00, the contractor (bidder) must be licensed as a home builder by the Home Builders Association or have a General Contractor's license with the license number being lower than 18908. License number must appear on the bid form provided and copy of the current license must be submitted with your bid.

**BUSINESS LICENSE**

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

**CERTIFIED CHECK/BID BOND/CASHIER'S CHECK**

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of \$1,000.00 must accompany your bid. Bid bond checks will be returned to all unsuccessful bidders after formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

**E-VERIFY**

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.



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**INVITATION TO BID *Continued***

**INSURANCE**

**Liability Insurance:** For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; (iii) professional liability of \$1,000,000.00 limit for claims arising out of professional services caused by contractor's errors, omissions or negligent acts; and (iv) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (23-54) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

**City Additional Named Insured:** Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

**Waiver of Subrogation:** Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**Proof of Coverage:** Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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**INVITATION TO BID *Continued***

**INSURANCE *Continued***

**Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

**HOLD HARMLESS AND INDEMNIFICATION**

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereinafter (Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

**TIME EXTENSIONS**

Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact Community Development Department. Assuming the delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the work is to be completed by the original due date.

**NON-RESPONSIVE BIDDER**

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. Contractors/Subcontractors on the U.S. Department of Housing and Urban Development's List of Debarred Contractors will not be considered eligible for consideration of award for any contract.

**TERMINATION OF CONTRACT**

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

**AWARD**

The award(s) will be made and the contract(s) will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**INVITATION TO BID *Continued***

**CANCELLATION**

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

**SINGLE BID**

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

**NEGOTIATIONS**

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

**CONTRACT AWARD**

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

**PURCHASE ORDERS**

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements").

These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Vendor must have a purchase order from the City of Birmingham stating the specific address for each structure to be rehabilitated before starting any work under this contract. Any work started by the vendor prior to receipt of a purchase order is at the vendor's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

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**MELINDA A. CUNNINGHAM, SENIOR BUYER  
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**APRIL 14, 2023  
ITB: 23-54**

**INVITATION TO BID *Continued***

**PRICES**

Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

**ADDITIONAL PURCHASES**

The City has attempted to list all items for CRGP Housing Rehabilitation required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

**THIRD-PARTY "REMIT-TO"**

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

**PAYMENT TERMS**

The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

**PRE-PAYMENTS**

No prepayments of any kind will be made prior to work or list being completed.

**INVOICING**

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

City of Birmingham  
Community Development Department, Housing Division  
10<sup>th</sup> Floor, City Hall  
710 North 20<sup>th</sup> Street  
Birmingham, AL 35203

If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**INVITATION TO BID *Continued***

**TAX**

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

**DELIVERY**

Will be to various locations in the City of Birmingham as per specifications attached. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the City.

**GOVERNING LAW/DISPUTE RESOLUTION**

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

**NON-DISCRIMINATION POLICY**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

**PROHIBITION AGAINST BOYCOTTING**

By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

**LAWS, PERMITS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

**STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9**

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

**PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each bidder's proposal shall become public information upon the effective date of any resulting contract.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
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**INVITATION TO BID *Continued***

**CONFLICT OF INTEREST**

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

**NON-COLLUSION**

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

**CONFIDENTIALITY**

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

**GENERAL**

The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

**GUARANTEE**

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Community Development Department and The City of Birmingham Finance Purchasing Division and its agent.

***Melinda A. Cunningham***

Melinda A. Cunningham, Senior Buyer

**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Linda Gatson  
Address: 1836 Princeton Ct. SW  
City and State: Birmingham, AL. 35211  
Phone: (205) 777-3752  
Case No: FY20- 80  
Inspector: NAW

**KITCHEN REPAIR**

- Remove existing appliances from the kitchen.
- Remove the existing (sink base cabinet only)
- Replace ceiling light fixture
- Remove existing floor covering.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Install additional support piers and beams if necessary to stabilize and level floor system.
- Piers must be on a masonry footing and of concrete masonry units or 4" steel column. All wooden components used in conjunction with the support piers and beams must be pressure treated lumber.
- Cover floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.
- Install new(sink) base cabinet. (same size as existing) (Homeowners choice of color) Hardwood only no particle-board will be accepted. (Cabinet must have factory finish)
- Install new double bowl stainless steel sink, new faucet with sprayer (Moen, Delta, or equivalent), new cut-offs, supply lines, and drain lines.
- Repair / replace all water leaks and drains. All fixtures shall be in proper working order and all drains should be free from leaks and draining properly.

**KITCHEN REPAIR TOTAL \$ \_\_\_\_\_**

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE ACHIEVABLE
- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Remove toilet, tub, and lavatory from bathroom.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Cover bathroom floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Cover floor with appropriate underlayment and cement board substrate.
- Install new ceramic tile floor covering, utilizing spacers, thin-set cement mortar, and epoxy-based grout for joints.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.

- Install grab bars for tub access. (minimum of two)
- Reset Handicap ELONGATED toilet
- Install a hardwood vanity with stock top. Same size as existing. (Hardwood only, no particleboard will be accepted.)
- Install a new good quality chrome plated brass faucet. (Moen, Delta, or equivalent)
- New lavatory faucet will have lever style handles or lever style operation.
- Install new cutoffs, supplies and drains.
- Repair all collateral damage caused by this modification. (THIS DOES NOT INCLUDE PAINT)
- Repair / replace all water leaks and drains. All fixtures shall be in proper working order and all drains should be free from leaks and draining properly.

**BATHROOM AND PLUMBING TOTAL \$ \_\_\_\_\_**

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Replace all switches, plugs, and plates with new ones.
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty.
- Install 4 new wall switch activated ceiling fan light fixture. The new fixture shall have fan blade dimensions equal to or greater than those of existing fan. (Ceiling fan fixture is to be of Hampton Bay, Harbor Breeze, or equivalent brand.)
- Install a hard-wired carbon monoxide detector in a central location.
- (A plug in detector that can be removed or unplugged is not acceptable.)
- Install AC/DC tandem wired smoke detectors in a central location, one (1) in each sleeping room, on each additional story of the dwelling, including basements, but not including crawl spaces and uninhabitable attics.
- Add 4 new 120 plugs
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.**



**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Betty Ledlow  
Address: 2405 Ave D Ensley  
City and State: Birmingham, AL. 35218  
Phone: (205) 860-3038  
Case No: FY20- 110  
Inspector: NAW

**KITCHEN REPAIR**

- Remove existing appliances from the kitchen.
- Remove existing floor covering.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Install additional support piers and beams if necessary to stabilize and level floor system.
- Piers must be on a masonry footing and of concrete masonry units or 4" steel column. All wooden components used in conjunction with the support piers and beams must be pressure treated lumber.
- Cover floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.

**KITCHEN REPAIR TOTAL \$ \_\_\_\_\_**

**HEATING AND AIR CONDITIONING**

- Replacement
- Remove existing HVAC unit.
- Install a new heating and air conditioning system. (Goodman, Nutone, or equivalent) electric heat pump split system.
- The new unit shall be sufficient to properly heat and cool the entire house.
- It shall be the contractor's responsibility to ensure that the new unit is properly sized.
- New unit shall be high efficiency. Minimum of 14 seer.
- Modify existing duct work to ensure proper operation of new unit.
- Repair any damaged duct work.
- Add any duct work necessary to ensure proper heating and cooling in all areas of house.
- Upon completion of this scope of work all ductwork shall be insulated metal duct. Short runs of flexible duct may be used for connecting to supply registers and boots.
- Ensure that all ductwork is well supported and properly strapped in place.
- Ensure that return grille is working properly and of adequate size.
- Replace all supply registers and return grill.
- Clean any existing ductwork that will be re-used.
- Homeowner shall be-supplied with 12 additional filters and-informed on the changing of filters and the frequency that they should be changed.
- Install a new properly matched thermostat from a recognizable manufacturer.
- A properly sized manufactured condensing unit pad must be used.
- Existing pad may be re-used if it is not damaged and of adequate size.

- Pad must be level.
- Contractor must educate Homeowner on proper operation and maintenance of new unit.
- Manufacturers consumer literature on the unit must be left with the Homeowner along with warranty information on the unit.
- The contractor shall include all items necessary to ensure the proper operation of this unit.
- This includes all connections to the electrical disconnect, and electrical service to the unit and venting to meet code.

**HEATING AND AIR CONDITIONING TOTAL \$ \_\_\_\_\_**

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Install a new 200-amp service. This includes the rigid service mast, entrance head, and breaker-box with breakers. All are to be new, unused material.
- NEW electrical panel is to be located inside of house. Panel must have at least (6) spare places.
- Replace all switches, plugs, and plates with new ones.
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty.
- Install a hard-wired carbon monoxide detector in a central location.
- (A plug in detector that can be removed or unplugged is not acceptable.)
- Install AC/DC tandem wired smoke detectors in a central location, one (1) in each sleeping room, on each additional story of the dwelling, including basements, but not including crawl spaces and uninhabitable attics.
- Install a GFI receptacle at front and rear entrance of house.
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.**

**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Ann Pickett Williams  
 Address: 2728 30<sup>th</sup> St. En.  
 City and State: Birmingham, AL. 35208  
 Phone: (205) 915-8665  
 Case No: FY20- 123  
 Inspector: NAW

**HEATING AND AIR CONDITIONING**

- Replacement
- Repair any damaged duct work.
- Add any duct work necessary to ensure proper heating and cooling in all areas of house.
- Upon completion of this scope of work all ductwork shall be insulated metal duct. Short runs of flexible duct may be used for connecting to supply registers and boots.
- Ensure that all ductwork is well supported and properly strapped in place.
- Ensure that return grille is working properly and of adequate size.
- Clean any existing ductwork that will be re-used.

**HEATING AND AIR CONDITIONING TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.**

**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Brenda Whitt  
Address: 4804 8th Ave Wylam  
City and State: Birmingham, AL. 35224  
Phone: (205) 786-2826  
Case No: FY20- 198  
Inspector: NAW

**PLUMBING REPAIR**

- Contractor is to perform all plumbing work per local code. Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly, No plastics or CPVC accepted.
- Ensure that all drain lines are leak free and in proper working order. Replace any lines necessary to ensure proper operation and venting

**PLUMBING TOTAL \$** \_\_\_\_\_

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE AVAILABLE
- Contractor is to perform all plumbing work per local code. Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly, No plastics or CPVC accepted.
- Remove lavatory and toilet from bathroom 1 and bathroom 2.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, flooring frame, and floor supports.
- New floor must be level as possible.
- Cover bathroom floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten-year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.
- Install bracing in wall to accommodate installation of grab bars.
- Install grab bars for tub access. (minimum of two in each bathroom)
- Repair /replace all water leaks and drains. All fixtures shall be in proper working order and all drains should be free from leaks and draining properly.

**BATHROOM AND PLUMBING TOTAL \$** \_\_\_\_\_

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Check all existing wiring, repair are needed, tighten connections and fixtures that are loose and replace those that are faulty.
- Install 1 new wall switch activated ceiling fan light fixture. The new fixture shall have fan blade dimensions equal to or greater than those of existing fan. (Ceiling fan fixture is to be of Hampton Bay, Harbor Breeze, or equivalent brand.)
- Install a hard-wired carbon monoxide detector in a central location. (A plug in detector that can be removed or unplugged is not acceptable.
- Install ACDC tandem wired smoke detectors in a central locations, one (1) in each sleeping room, on each additional story of the dwelling, including basements, but not including crawl spaces and uninhabitable attics.
- Install 2 new plugs (Owners Choice Of Area)

- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT).
- ELECTRICAL TOTAL \$** \_\_\_\_\_

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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*All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.*

**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Lori Smith  
Address: 313 16<sup>th</sup> Ave SW  
City and State: Birmingham, AL. 35211  
Phone: (205) 760-1435  
Case No: FY20- 199  
Inspector: NAW

**PLUMBING REPAIR**

- Contractor is to perform all plumbing work per local code. Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Ensure that all drain lines are leak free and in proper working order. Replace any lines necessary to ensure proper operation and venting.

**PLUMBING TOTAL \$** \_\_\_\_\_

**KITCHEN REPAIR**

- Remove existing appliances from the kitchen.
- Remove existing floor covering.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Install additional support piers and beams if necessary to stabilize and level floor system.
- Piers must be on a masonry footing and of concrete masonry units for 4" steel column. All wooden components used in conjunction with the support piers and beams must be pressure treated lumber.
- Cover floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to math finish.

**KITCHEN REPAIR TOTAL \$** \_\_\_\_\_

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE ACHIEVABLE
- Contractor is to perform all plumbing work per local code. Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Install a new good quality chrome plated brass faucet. (Moen, Delta, or equivalent)
- New lavatory faucet will have level style handles or lever style operation (NO NEW VANITY).
- Install new bathtub filler (ONLY)
- Install new Handicap ELONGATED toilet with seat (min. height 17 h".) (American Standard, Kohler, Briggs, Toto)
- Repair/replace all water leaks and drains. All fixtured shall be in proper working order and all drains should be free from leaks and draining properly.

**BATHROOM AND PLUMBING TOTAL \$** \_\_\_\_\_

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Replace all switches, lugs, and plates with new ones.
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty.
- Install 2 new wall switch activated ceiling fan light fixture. The new fixture shall have fan blade dimensions equal to or greater than those of existing fan. (Ceiling fan fixture is to be of Hampton Bay, Harbor Breeze, or equivalent brand.)
- Install a hard-wired carbon monoxide detector in a central location. (A plug in detector that can be removed or unplugged is not acceptable.)
- Install ACDC tandem wired smoke detectors in a central location, one (1) in each sleeping room, on each additional story of the dwelling, including basements, but not including crawl spaces and uninhabitable attics.
- Replace flood lights.
- Replace rear porch light with new one bulb fixture.
- Install 6 New Plugs (Owner Choice of Area)
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$ \_\_\_\_\_**

**CRITICAL STRUCTURE REPAIR**

- Remove all displaced concrete block on foundation wall at rear section of dwelling and replace with new masonry units properly aligned to support structure.
- New masonry units and mortar must be of composition to match existing block and bond material.
- Posts must be fastened securely, at top and bottom bearing points, with heavy duty, ASTM approved anchors and post materials.

**CRITICAL STRUCTURE TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.**

**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Valinda James  
 Address: 2933 Brookhaven Ave SW  
 City and State: Birmingham, AL. 35211  
 Phone: (205) 427-6982  
 Case No: FY20- 200  
 Inspector: NAW

**PLUMBING REPAIR**

- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Ensure that all drain lines are leak free and in proper working order. Replace any lines necessary to ensure proper operation and venting.

**PLUMBING TOTAL \$** \_\_\_\_\_

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Replace all switches, plugs, and plates with new ones.
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty.
- Install 2 new exterior Flood lights.
- Install 8 New Plugs ( Owner Choice Of Area )
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$** \_\_\_\_\_

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Barbara Smith  
Address: 102 Powell Ave S  
City and State: Birmingham, AL. 35205  
Phone: (205)531-0749  
Case No: FY20-217 #2  
Inspector RC

**ROOF**

- All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Section 1501 for roof materials, application, installation, etc. and Section 309 for roof and ceiling framing, and all other codes that govern. A building permit is required if there is any wood to be replaced.
- Repair leaks in roof. Roof is only 2 years old.
- Contractor shall warrant the roof to be completely leak free for one year.

**ROOF REPAIR TOTAL \$ \_\_\_\_\_**

**KITCHEN REPAIR**

- Remove existing appliances from the kitchen.
- Remove the existing (NEW sink base cabinet AND TOP) (ONLY 1 YEAR OLD)
- Remove existing floor covering.
- Replace all rotten, damaged, or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Install additional support piers and beams if necessary to stabilize and level floor system.
- Piers must be on a masonry footing and of concrete masonry units or 4" steel column. All wooden components used in conjunction with the support piers and beams must be pressure treated lumber.
- Cover floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.
- REINSTALL owners sink base cabinet and counter top with owners sink and faucet.

**KITCHEN REPAIR TOTAL \$ \_\_\_\_\_**

**PLUMBING REPAIR**

- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Replace sewer lateral from the house to the county main. All permits, tap fees, road and yard repairs, raking, seeding, and hay shall be the responsibility of the contractor.
- Replace all drains lines in house where accessible. (KITCHEN SINK DRAIN IS LEAKING BEHIND CABNIET WILL NEED TO BE REPLACED CONTRACTOR MAY NEED TO REMOVE 1 YEAR OLD SINK CABNIET TO ACCESS PIPE AND THEN REINSTALL SINK CABNIET).
- Ensure that all drain lines are leak free and in proper working order.

**PLUMBING TOTAL \$ \_\_\_\_\_**

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Install new 52 inch ceiling fans with 3 bulb light kits in bedroom #1 and bedroom #2.
- Replace all switches, plugs, and plates with new ones.(CODE WILL REQUIRE ARC-FAULT BREAKERS TO BE INSTALLED)
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty (THIS DOES NOT INCLUDE CEILING FANS)
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$** \_\_\_\_\_

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Doris Shipp  
Address: 4304 Ave L  
City and State: Birmingham, AL. 35208  
Phone: (205) 529-5610  
Case No: FY20-220  
Inspector M.S

**ROOF**

- All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Section 1501 for roof materials, application, installation, etc. and Section 309 for roof and ceiling framing, and all other codes that govern. A building permit is required if there is any wood to be replaced.
- Areas that are found to be spaced decked shall be covered with ½" exterior grade sheathing material after removing the existing decking. It is the contractors responsibility to ensure the framing and structure will support the additional load.
- Remove existing roofing materials down to bare decking.
- Check all roof trusses/rafters and repair/replace to ensure that new roof structure is flat and smooth without rises or depressions in roof system.
- Replace all rotten, broken, un-even, weak, or deteriorated decking and framing.
- Replaced/repared decking shall be level and ready to accept felt and shingles.
- Check all roof trusses for strength and stability before re-shingling house.
- Remove all unused elements, vents, etc., that are not operational and close them below roof level.
- Re-flash all valleys, vents, roof openings, and chimneys.
- Install new boots around all roof penetrations.
- Haul away debris immediately.
- Use a magnetic sweep around the perimeter of house and rake away any other debris.
- Cover with 30# asphalt impregnated felt.
- Prepare roof decking to accept a ridge vent.
- Re-roof with a 30year dimensional class A fiberglass asphalt shingle. (Owners choice of color) (ANY AREA DEEMED TO NEED ROLL ROOFING MATERIAL WILL BE SELF ADHERING MODIFIED BITUMEN) CAP SHEET AND (BASE SHEET IF NEEDED) INSTALL PROPER METAL DRIP RAIL FOR THIS STYLE ROOFING.
- Shingles must be 1<sup>st</sup> quality still in the wrapper. Seconds will not be accepted.
- Install drip rail around perimeter of house. Shingles shall have ½" to 1 ½" overhang.
- Install roof over ridge vent with-in 2ft of end of ridge (end to end) or wind turbines, (minimum of two) as appropriate.
- New roof shall be structurally sound and leak free.
- Contractor shall warrant the roof to be completely leak free for one year.

**ROOF TOTAL \$ \_\_\_\_\_**

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE ACHIEVABLE
- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Remove toilet in master bathroom.

- Install (two) grab bars in each bathroom (minimum of four)
- Install ADA approved slide bar shower massage unit.
- Install new Handicap ELONGATED toilet with seat. (min. height 17 ½") (American Standard, Kohler, Briggs, Toto) master bathroom.
- Install new cutoff and supply line in master bathroom.

**BATHROOM AND PLUMBING TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Georgia Sparks  
Address: 1024 51<sup>st</sup> Ensley  
City and State: Birmingham, AL. 35208  
Phone: (205) 781-3677  
Case No: FY20-221  
Inspector M.S

**PLUMBING REPAIR**

- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Ensure that all drain lines are leak free and in proper working order. Replace any lines necessary to ensure proper operation and venting.
- Repair Leak on (Hall bathtub) drain.
- Repair or replace shower valve on (Hall bathtub)

**PLUMBING TOTAL \$** \_\_\_\_\_

**REPAIR KITCHEN AND NOOK AND UTILITY ROOM FLOOR**

- Remove existing appliances from the kitchen.
- Remove existing floor covering.
- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Cover floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- **INSTALL AND FINISH NEW SHOE MOLD AROUND ENTIRE ROOM. SHOE MOLD MUST BE PAINTED OR STAINED TO MATCH FINISH.**

**KITCHEN REPAIR TOTAL \$** \_\_\_\_\_

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE ACHIEVABLE
- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.

***(HALL BATHROOM)***

- Replace all rotten, damaged or otherwise substandard flooring, subflooring, sills, floor framing, and floor supports.
- New floor must be level as possible.
- Cover bathroom floor with appropriate underlayment and adhesive per manufacturers specifications.
- Install new sheet vinyl floor covering. The installed vinyl shall be equivalent to Mannington Commercial Resilient and have a minimum of a ten year warranty. No torn or patched vinyl will be accepted. Owners choice of color and pattern.
- Install and finish new shoe mold around entire room. Shoe mold must be painted or stained to match finish.
- Repair all collateral damage caused by this modification. (THIS DOES NOT INCLUDE PAINT)

- Repair / replace all water leaks and drains. All fixtures shall be in proper working order and all drains should be free from leaks and draining properly.

**BATHROOM AND PLUMBING TOTAL \$ \_\_\_\_\_**

**ELECTRICAL**

- Perform all electrical work per the local code and pay for all permits and fees.
- Replace Ceiling Fan (living room) and in (Master bed room) Replace Ceiling fan with 3 bulb light kit minimum (Open bulb Light Kit) blade dimensions equal to or greater than those of existing fan. (Ceiling fan fixture is to be of Hampton Bay, Harbor Breeze, or equivalent brand.)
- Check all existing wiring, repair as needed, tighten connections and fixtures that are loose and replace those that are faulty. (THIS DOES NOT INCLUDE CEILING FANS)
- Repair Broken Light fixture Boxes and re-hang fixtures.
- Replace all AC/ DC smoke detectors and carbon monoxide detector
- Repair all collateral damage caused by this modification to finish quality. (THIS DOES NOT INCLUDE PAINT)

**ELECTRICAL TOTAL \$ \_\_\_\_\_**

<b>GRAND TOTAL \$</b>	<b>NUMBER OF DAYS TO COMPLETE PROJECT</b>
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**SPECIFICATIONS FOR RESIDENTIAL  
REHABILITATION PROJECT(S)  
Work Write Up**

**CRGP HOUSING REHABILITATION FUNDED WITH CDBG FUNDS PROVIDED BY THE U. S.  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

Property Owner: Tracey Bell  
Address: 1021 51<sup>st</sup> Ensley  
City and State: Birmingham, AL. 35208  
Phone: (205) 593-9913  
Case No: FY20-222  
Inspector M.S

**HEATING AND AIR CONDITIONING (GOING FROM GAS UNIT TO HEAT PUMP)**

- Replacement
- Remove existing HVAC Gas package unit .
- Install a new heating and air conditioning system. (Goodman, Nutone, or equivalent) electric heat pump.
- The new unit shall be sufficient to properly heat and cool the entire house.
- It shall be the contractor's responsibility to ensure that the new unit is properly sized.
- New unit shall be high efficiency. Minimum of 16 seer.
- Modify existing duct work to ensure proper operation of new unit.
- Repair any damaged duct work.
- Add any duct work necessary to ensure proper heating and cooling in all areas of house.
- Upon completion of this scope of work all ductwork shall be insulated metal duct. Short runs of flexible duct may be used for connecting to supply registers and boots.
- Ensure that all ductwork is well supported and properly strapped in place.
- Ensure that return grille is working properly and of adequate size.
- Clean any existing ductwork that will be re-used.
- Homeowner shall be-supplied with 12 additional filters and-informed on the changing of filters and the frequency that they should be changed.
- Install a new properly matched thermostat from a recognizable manufacturer.
- A properly sized manufactured condensing unit pad must be used.
- Existing pad may be re-used if it is not damaged and of adequate size.
- Pad must be level.
- Contractor must educate Homeowner on proper operation and maintenance of new unit.
- Manufacturers consumer literature on the unit must be left with the Homeowner along with warranty information on the unit.
- The contractor shall include all items necessary to ensure the proper operation of this unit.
- This includes all connections to the electrical disconnect, and electrical service to the unit to meet code.

**HEATING AND AIR CONDITIONING TOTAL \$ \_\_\_\_\_**

**BATHROOM AND PLUMBING MODIFICATIONS**

- ALL WORK IS TO BE DONE TO ANSI SPECIFICATIONS WHERE ACHIEVABLE
- Contractor is to perform all plumbing work per local code, Pay for all permits and impact fees. All materials used shall be (PEX) or non ferrous metals and insulated properly. No plastics or CPVC accepted.
- Installation and location of grab bars.
- Install grab bars in each bathroom. (minimum of four) two in each bathroom
- Install new Handicap ELONGATED toilet with seat. (min. height 17 ½".) (American Standard, Kohler, Briggs, Toto)
- Install new cutoff and supply line.

- Repair all collateral damage caused by this modification. (THIS DOES NOT INCLUDE PAINT)
- BATHROOM AND PLUMBING TOTAL \$ \_\_\_\_\_

GRAND TOTAL \$	NUMBER OF DAYS TO COMPLETE PROJECT
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**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**SIGNATURE PAGE**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

**EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder acknowledges receipt of \_\_\_\_\_ addenda  
(Addenda numbers)

**This page must be returned with bid.**

DUNS # \_\_\_\_\_

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Name (Print legibly or Type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Delivery Date

\_\_\_\_\_  
Cell Phone

**IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.**

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

1. **BID AWARD NOTICE ADDRESS** \_\_\_\_\_
2. **PURCHASE ORDER ADDRESS** \_\_\_\_\_
3. **REMITTANCE ADDRESS (and name if different than above)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
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**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**NOTARIZED AFFIDAVIT AND WARRANTY:**

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding rehabilitation of houses under the critical repair grant program, and everything contained herein is warranted by the bidder to be true.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**CERTIFICATION REGARDING SUSPENSIONS AND OTHER RESPONSIBILITY MATTERS  
(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)**

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a)  Are  are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b)  Have  have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for 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 under a public transaction; 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;
- (c)  Are  are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d)  Have  have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

**DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT**

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Bid No.

\_\_\_\_\_  
DUNS Number

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 14, 2023  
ITB: 23-54**

**DEBARMENT**

**BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment.**

Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached