

## INVITATION FOR BIDS

Sealed bids will be received by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama ("Board"), at the Wesley A. James Operations Center, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249 until **12:00 p.m.**, Local Time, \_\_\_\_\_, 20\_\_\_\_\_, and then publicly opened and read at **1:00 p.m.** for furnishing all labor, materials, and performing all work for the following project: Contract No: \_\_\_\_\_, Project Name: \_\_\_\_\_.

Plans and Specifications may be inspected at the Board's offices at 4725 Moffett Road, Suite A, Mobile, AL, or at the office of \_\_\_\_\_, Consulting Engineers, \_\_\_\_\_, Mobile, AL. Electronic Plans and Specifications may be obtained via e-mail for review only from \_\_\_\_\_, Telephone: (251)\_\_\_\_\_.

Copies of the Plans, Specifications, and other Contract Documents may be obtained from \_\_\_\_\_ at \_\_\_\_\_, upon a non-refundable payment of \$\_\_\_\_\_ per set. No Contract Documents will be issued later than twenty-four (24) hours prior to bid submission time.

A Pre-bid Conference will be held at \_\_\_\_\_, Mobile, AL 366\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_, Local Time, to discuss bidding and project requirements. Prospective bidders and subcontractors should attend.

Bids must be submitted on the standard forms included with the Contract Documents.

Envelopes containing bids must be sealed and delivered to the Director, Board of Water and Sewer Commissioners of the City of Mobile, Alabama, 4725A Moffett Road, Mobile, Alabama 36618-0249: "Bid for constructing (Contract No.) \_\_\_\_\_ (Project Name) \_\_\_\_\_ to be opened at 1:00 p.m., Local Time, \_\_\_\_\_ 20\_\_\_\_\_". The Bidder's Alabama State Contractor's License Number and discipline shall be on the envelope.

**Bid guarantee in the form of certified check, bid bond, or irrevocable Letter of Credit acceptable to the Board will be required for at least 5% of the bid amount, not to exceed \$10,000.**

The Board reserves the right to reject any and all bids and to waive any informality in bids received.

**THIS INVITATION FOR BIDS IS CONDENSED FOR ADVERTISING PURPOSES. ADDITIONAL INFORMATION/REQUIREMENTS FOR BIDDERS CAN BE FOUND IN THE CONTRACT DOCUMENTS.**

THE BOARD OF WATER AND SEWER COMMISSIONERS  
OF THE CITY OF MOBILE, ALABAMA

## INFORMATION FOR BIDDERS

- **No bid will be accepted or read from a bidder who is not on the list of entities who have picked up a set of Plans and Specifications for this Project. Only entities which have picked up a set of Plans and Specifications from \_\_\_\_\_ (Consultant) and placed their names on the list of plan holders will be allowed to bid on this project. This does NOT include an electronic set of plans and specifications received via email for review. Bids must be submitted upon the standard forms, furnished by the Board of Water & Sewer Commissioners of the City of Mobile, Alabama, included in the Project Specifications.**
- Guarantee will be required with each bid for at least 5% of the amount of the bid not to exceed \$10,000 filed in the form of a certified check, Bid Bond, or Irrevocable Letter of Credit acceptable to the Owner payable to the Board of Water & Sewer Commissioners of the City of Mobile, Alabama. Bid Bonds shall include certification that the bonding company is listed in Circular 570 of the U.S. Treasury Department. The name, address, telephone number, and contact person for the bonding company shall also be included.
- The Contractor shall furnish either a “Contract Bond” and a “Labor and Material Bond” or an irrevocable “Letter of Credit” acceptable to the Owner. All bonds and letters of credit shall be for 100% of the contract price.
- Bids must be submitted upon the Standard forms furnished by the Board of Water & Sewer Commissioners of the City of Mobile, Alabama, included in the Project Specifications. Bidders shall be listed as Plan holders.
- The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any informalities in bids received. **Failure to complete and sign the “Proposed Subcontracting Plan” in the Proposal will be cause for rejection of bid. In the event that no subcontractors will be used, the form shall read zero and shall be signed.**
- *Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act of omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission*

*of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this contract. The Contractor shall reimburse the owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorneys' fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties as identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.*

- **Failure to complete the "SSO and Unpermitted Discharge Prevention Notification" in the Proposal will be cause for rejection of bid.**

**(INSERT YELLOW PAGE – ADDENDUM)**

**(INSERT YELLOW PAGES – BID TOTAL)**

**BID TOTAL**

# **CONTRACT DOCUMENTS**

**PROPOSAL**

**TO: BOARD OF WATER AND SEWER COMMISSIONERS  
OF THE CITY OF MOBILE, ALABAMA**

Submitted: \_\_\_\_\_  
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and all Contract Documents relative thereto, and has read the Board's Standard Specifications and all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the following Work:

\_\_\_\_\_  
\_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for this Contract shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and fully complete performance within \_\_\_\_\_ consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check on the \_\_\_\_\_

\_\_\_\_\_ Bank of \_\_\_\_\_

or a Bid Bond for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

By \_\_\_\_\_

(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

Witness: \_\_\_\_\_

(Legal Signature)

Witness: \_\_\_\_\_

(Legal Signature)



ADDRESS:

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CONTRACTOR'S LICENSE NO:

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BIDDER acknowledges receipt of the following ADDENDA:

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**PROPOSED SUBCONTRACTING PLAN**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses may be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract (use additional sheets, if required):

Mechanical

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

Instrumentation and Control (Shall be Agent and/or representative of the computer system supplier, requires total system responsibility for control devices and system)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

Electrical

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

Others

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

Failure to fully complete this page and include a handwritten signature may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street City

\_\_\_\_\_  
Signature

Failure to fully complete this page and include a handwritten signature may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

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25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street City

\_\_\_\_\_  
Signature

### SDP POLICY ACKNOWLEDGEMENT\*

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid has been included in this package. It is the responsibility of the bidder to read and make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at [supplier.diversity@mawss.com](mailto:supplier.diversity@mawss.com) for any questions regarding this policy. Bidders **MUST** acknowledge receipt of this policy and submit the documentation with the bid proposal.

Bidders shall take all necessary and reasonable steps in accordance with this Policy to ensure that Diverse Contractors/Suppliers have the maximum allowable opportunity to compete for subcontracts and contracts for services, supplies, or other goods. Bidders shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS contract.

**The following documentation must be included in the bid proposal.**

- SDP Policy Acknowledgement and
- Subcontracting Plan

Please refer to the attached policy for more information regarding these requirements as well as all other requirements, if participating in the SDP Program.

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the all of the requirements of this policy.

Company Name \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*Required to sign and return with bid**

## SUBCONTRACTING PLAN/GOOD FAITH EFFORT\*

In order for your proposal to be considered, must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below and include this form in your proposal.

**Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature may cause for rejection of your bid.**

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Diverse Contractors/Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS SDP Policy 16-01 (for public works projects), SDP/Supplier Diversity Policy 17-01 (for contracts for other goods and services), MAWSS's list of certified Disadvantaged Business Enterprises (SDPs) / Diverse Suppliers, and lists of organizations that have information on SDPs/Diverse Suppliers are available from MAWSS's Supplier Diversity Office by emailing [supplier.diversity@mawss.com](mailto:supplier.diversity@mawss.com).

STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO SDP/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS	TOTAL %
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO SDP/DIVERSE SUPPLIER	TOTAL \$
AMOUNT BID FOR THIS CONTRACT	TOTAL \$

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are SDPs / Diverse Suppliers by writing "Yes" or "No" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the SDP / Diverse Supplier is certified with. Attach additional sheets if needed.

SUBCONTRACTOR/VENDOR NAME	SDP/DIVERSE SUPPLIER (Yes or No)	% OF CONTRACT	CERTIFICATION GROUP (ALDOT, ADECA, SRMSDC, BCIA)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CAUTION: ACCURATELY COMPLETE ALL PARTS OF THIS FORM AND SIGN BELOW.**

### GOOD FAITH EFFORT ACKNOWLEDGEMENT/AFFIDAVIT

**I/WE EXERCISED GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS' SDP REQUIREMENTS.**

\_\_\_\_\_  
BIDDER/COMPANY

\_\_\_\_\_  
BY (Signature)

**\*Required to sign and return with bid**



**Board of Water and Sewer Commissioners**  
**Policy No.: Supplier Diversity 16-01**  
**Approved: December 5, 2016**  
**Amended: October 2017**  
**Amended: February 1, 2021**

**SUPPLIER DIVERSITY POLICY  
FOR PUBLIC WORKS ACT CONTRACTS**

**PURPOSE:**

The purpose of this policy is to increase meaningful participation of Diverse Contractors/Suppliers in MAWSS contracts, which are subject to the bidding requirements of the Public Works Act, to establish MAWSS's goals for Supplier Diversity participation, and to set forth requirements for the MAWSS Supplier Diversity Program.

**SCOPE:**

This policy will apply to all MAWSS publicly bid contracts for public works and the consultants who manage these contracts. If a contract is to be paid all or in part with non-MAWSS funds, and a funding entity has Supplier Diversity program requirements that exceed or are more stringent than those of this Policy, then the additional Supplier Diversity policy provisions of the funding entity or entities will also apply as contract requirements. Contracts for public works, which do not meet the dollar threshold for public advertisement for bids, will be subject to MAWSS's Supplier Diversity Policy for Contracts for Goods, Services, and Small Public Works Projects.

In the event that MAWSS must enter into a contract for a public works project on an emergency basis, MAWSS will still seek competitive bids for the work and will declare the nature of the emergency in writing, in accordance with the Public Works Act. MAWSS reserves the right to waive or modify the requirements of this policy if the emergency is adversely affecting or presents an immediate threat to public health, safety, or the environment.

**DEFINITIONS:**

Contractor - An individual or business entity seeking to contract with MAWSS for a public works project and which will function in the role of general contractor for the project.

Diverse Contractor/Supplier - A for profit small business concern for which socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations, certified as such on one or more of the lists of Diverse/Contractors Suppliers referenced in this Policy.

## Supplier Diversity 16-01 MAWSS Disadvantage Business Enterprise Policy For Public Works Act Contracts

MAWSS - Mobile Area Water and Sewer System.

Public Works Project - This will be as defined in §39-2-1, Code of Alabama, (1975), as amended.

Subcontractor - For purposes of this Policy, a subcontractor means an individual or business entity which subcontracts with the general contractor to perform work or services for a public works project.

Supplier - For purposes of this Policy, an individual or business entity who enters into a contract with a general contractor to provide materials, equipment, or other products or items for a project.

Supplies - For purposes of this Policy, this term may include materials, equipment, supplies, or other products or items for a project.

Commercial Useful Function –As used in this Policy, refers to the role of a for- profit business which is itself responsible for execution of the contract or a distinct element of the work; refers to a company or individual who actually performs, manages, or supervises the work involved, or who itself furnishes supplies, goods, or services. It is the intent of this Policy that contracts shall be awarded only to entities, which perform commercially useful functions, as opposed to entities that only serve a “pass-through” function.

### **POLICY:**

It is MAWSS policy that Diverse Contractors/Suppliers be given ample and fair opportunities to do business with MAWSS, either directly or indirectly, by ensuring that contractors who enter into publicly bid public works contracts with MAWSS make earnest and diligent efforts to include Diverse Contractors/Suppliers as subcontractors and suppliers. Contractors who wish to bid on a MAWSS public works project shall take all necessary and reasonable steps in accordance with this Policy to ensure that Diverse Contractors/Suppliers have the maximum allowable opportunity to compete for subcontracts and supplier contracts for the project.

This Policy shall be race and gender-neutral. Contractors shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS public works contract.

**It is MAWSS’s goal that in contracts for public works, contractors shall make a demonstrated good faith effort to award fifteen percent (15%) of the contract amount to certified Diverse Contractors/Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.** This percentage shall be considered a target which is subject to modifications and may be waived or adjusted by MAWSS if the contractor, after demonstrating a good faith effort, is unable to comply with the 15% goal. However, the requirement that a contractor demonstrate a good faith effort shall not be considered informality subject to waiver, except in cases of emergency as noted above.

### **IMPLEMENTATION - THE MAWSS SUPPLIER DIVERSITY PROGRAM:**

A. Lists of Certified Diverse Contractors/Suppliers:

**All contractors submitting bids for MAWSS public works contracts are required to utilize MAWSS’s most recent list of certified Diverse Contractors/Suppliers in their efforts to meet their good faith**



**Supplier Diversity requirements.** Bidders may also use the other lists specified below. If a bidder plans to use a Diverse Contractor/Supplier from one of the other lists, the bidder must notify MAWSS's Supplier Diversity Office so that the Diverse Contractors/Supplier's certification can be verified.

MAWSS's list of certified Diverse Contractors/Suppliers includes a description of the areas for which each Diverse Contractor/Supplier can provide services or supplies. **Contractors are required to use Diverse Contractors/Suppliers only in the areas for which the Diverse Contractors/Suppliers are certified.**

Diverse Contractors/Suppliers may be selected from the following lists:

- MAWSS List of Certified Diverse Contractors/Suppliers - [www.mawss.com](http://www.mawss.com) (Reciprocity from the following)
- Alabama Department of Transportation Certified List - [www.dot.state.al.us](http://www.dot.state.al.us)
- SRMSDC Certified List [Southern Region Minority Supplier Development Council] [www.srmsdc.org](http://www.srmsdc.org)
- ADECA Certified List [Alabama Department of Economic and Community Affairs] [www.adeca.alabama.gov](http://www.adeca.alabama.gov)
- WBENC Women's Business Enterprise National Council - [www.wbenc.org](http://www.wbenc.org)
- VOSBA Veteran's Office of Small Business Administration – [www.VOSBA.org](http://www.VOSBA.org)

A contractor may also contact MAWSS's Supplier Diversity Office if the contractor knows of a Diverse Contractor/Supplier who would like to be added to the MAWSS certified list in order to qualify as a subcontractor or a supplier. The MAWSS Supplier Diversity Office will work with the contractor and the Diverse Contractor/Supplier to determine if the Diverse Contractor/Supplier meets certification requirements.

The current listings of Diverse Contractors/Suppliers certified by MAWSS are available on MAWSS's website: [www.mawss.com](http://www.mawss.com) or by contacting MAWSS's Supplier Diversity Office at (251) 694-3194.

**B. Supplier Diversity Requirements:**

**Contractors who wish to enter into a public works contract with MAWSS must make good faith efforts to comply with MAWSS's goals for Diverse Contractor/Supplier participation by learning about, contacting, and negotiating with potential Diverse Contractors/Suppliers who are able and available to provide work or supplies for the project.**

In addition to obtaining lists of certified Diverse Contractors/Suppliers, Contractors will contact organizations, which provide assistance to Diverse Contractors/Suppliers and obtain contact information for Diverse Contractors/Suppliers available to provide services and materials. A list of such organizations is available from the MAWSS Supplier Diversity Office.

Contractors will then contact certified Diverse Contractors/Suppliers to obtain prices and other information necessary for the contractor to evaluate the possibility of participation by Diverse Contractors/Suppliers.

Contractors bidding on MAWSS public works projects must list all Diverse Contractor/Supplier subcontractors and suppliers on the **Subcontracting Plan form** submitted in the bid package and sign the form. When

## Supplier Diversity 16-01 MAWSS Disadvantage Business Enterprise Policy For Public Works Act Contracts

preparing a bid, the bidding contractor must obtain firm prices from all Diverse Contractors/Suppliers. The bid package must include correspondence from each Diverse Contractor/Supplier subcontractor/supplier on the Diverse Contractors/Suppliers letterhead in which the Diverse Contractor/Supplier confirms negotiated terms for the subcontract or supply contract, including compensation and a brief description of the scope of work or the items to be supplied.

If a contractor bidding for a MAWSS contract is unable to meet the 15% goal for Supplier Diversity participation for the project, the contractor must note this on the Subcontracting Plan form, state what percentage of the goal was achieved, if any, and sign the form. The contractor must also submit an **Affidavit of Contractor's Good Faith Efforts to Meet Supplier Diversity Goals** with the bid package setting forth the reasons the goal could not be achieved for this project. The Affidavit must include names, addresses, and contact information for each Diverse Contractor/Supplier contacted, a description of information provided to each, and a statement regarding each as to why an agreement for a subcontract or supply contract was not reached. The Affidavit must include description of the good faith efforts made to obtain Supplier Diversity participation, referencing the factors listed below. Documentation supporting the statements in the Affidavit must be attached thereto.

### C. Demonstrating good faith efforts to meet MAWSS's Supplier Diversity goals for a public works contract:

When bids are received for a public works contract, MAWSS's Supplier Diversity Office will review the submittals relative to Supplier Diversity Program requirements to determine if a bidder has demonstrated a good faith effort to reach MAWSS's Diverse Contractor/Supplier participation goal, the MAWSS Supplier Diversity Office will review and consider bidder's submitted documentation as to the following factors:

- Did the bidder obtain the MAWSS List of Certified Diverse Contractor/Supplier entities? What other lists of certified Diverse Contractors/Suppliers did the bidder use, if any?
- Did the bidder use the services of available community organizations, small and/or disadvantaged business groups, local, state, and federal small or disadvantaged business assistance offices, and other organizations which provide assistance in recruitment and placement of Diverse Contractors/Suppliers, to obtain information and contact information for Diverse Contractors/Suppliers who might be able to perform work or furnish supplies for the project?
- Did the bidder attend pre-bid meetings scheduled by MAWSS to which Diverse Contractors/Suppliers were also invited, to inform Diverse Contractors/Suppliers of opportunities to provide services or supplies for the project?
- Did the bidder advertise in general circulation media and trade association publications concerning Diverse Contractor/Supplier opportunities for the project and give potential subcontractors and suppliers reasonable time to respond and negotiate?
- Did the bidder provide written notice to a reasonable number of Diverse Contractor/Supplier firms and allow them sufficient time to respond and negotiate?

## Supplier Diversity 16-01 MAWSS Disadvantage Business Enterprise Policy For Public Works Act Contracts

- Was the information provided by the bidder to potential Diverse Contractor/Supplier subcontractors and suppliers adequate to apprise them of the plans, specifications, and requirements for the project?
- If the bidder received initial solicitations from interested Diverse Contractors/Suppliers, did the bidder follow up by contacting the Diverse Suppliers again to determine if the Diverse Contractors/Suppliers were interested in subcontracting or furnishing supplies for the project?
- What efforts did the bidder make to determine whether the project specifications, drawings, and other documents presented opportunities for participation by Diverse Contractors/Suppliers? Did the bidder select certain portions of the work as suitable for performance by Diverse Contractor/Supplier subcontractors, or break down the work into smaller parts in order to allow participation by Diverse Contractors/Suppliers?
- For any Diverse Contractor/Supplier determined by the bidder to be unqualified or unable to participate, did the bidder offer a reasonable justification for the bidder's decision not to utilize that Diverse Contractor/Supplier?
- If the bidder contacted the MAWSS Supplier Diversity Office requesting that potential subcontractors or suppliers be considered for addition to the MAWSS certification list, this should also be documented and will be considered by MAWSS.

The foregoing list is not exclusive. Other efforts to comply may be documented by a bidder for consideration by MAWSS.

Bidders shall have until the close of business on the fourth day after the bid opening to submit complete information in compliance with the Supplier Diversity Program. Additional information, such as clarifying documentation, provided after the close of business on the fourth day after the bid opening shall only be provided and/or accepted upon request of the MAWSS' Supplier Diversity Office and such information shall be submitted as expeditiously as possible so MAWSS can determine if the bid is in compliance with this policy.

**Contractors are hereby notified that bids which do not comply with MAWSS's Supplier Diversity Policy and Program requirements may be rejected as non-responsive.**

### D. Continuing compliance with the MAWSS Supplier Diversity Program during performance of contract:

MAWSS's Supplier Diversity Office will monitor continuing compliance with the Supplier Diversity Program requirements as contracts are performed.

**If a subcontract or supply contract with a Diverse Contractor/Supplier is terminated prior to its termination date, the contractor must notify MAWSS's Supplier Diversity Office.** This notification must include the reasons for the early termination as well as a description of efforts made by the contractor to engage another certified Diverse Contractors/Suppliers as a replacement subcontractor or supplier.

**The contractor must file a written report with MAWSS's Supplier Diversity Office once a month documenting the contractor's continuing compliance with the Supplier Diversity Program.** This report will list all Diverse Contractor/Supplier subcontractors and suppliers currently performing work or providing supplies for the project.

Information and data requested by the Supplier Diversity Office regarding compliance with the Supplier Diversity Program must be promptly provided by the contractor. Contractors shall make available to MAWSS's Supplier Diversity Office all records pertaining to use of Diverse Contractor/Supplier subcontractors and suppliers.

MAWSS reserves the right to make site visits to project locations to confirm compliance with Supplier Diversity Program requirements.

**A contractor's failure to comply with this policy and MAWSS's Supplier Diversity program requirements during performance of a contract may be considered a breach of the contract and may result in its termination.**

**By entering into a contract with MAWSS, a contractor acknowledges and agrees that failure to comply with MAWSS's Supplier Diversity Program requirements relative to that contract shall be grounds for its termination by MAWSS.**

**Failure by a contractor performing a public works project for MAWSS to comply with the Supplier Diversity Program requirements may result in that contractor being determined "not a responsible bidder" in bids for future MAWSS contracts.**

Contractors must maintain for three (3) years such records as are necessary to determine compliance with MAWSS's Supplier Diversity policy.

E. MAWSS tracking of Supplier Diversity Program Achievements:

MAWSS's Supplier Diversity Manager will report to the MAWSS Board semi-annually, in January and in July of each year, on Supplier Diversity utilization and on other efforts by MAWSS's Supplier Diversity Office to enhance Diverse Contractor/Supplier participation in MAWSS's public works contracts.

MAWSS may also contract for Disparity Studies as determined by the Board, to provide further information to enhance MAWSS's Supplier Diversity Program.

**Change of Sub-Contractor Form**

In accordance with MAWSS DBE 16-01

JOB NAME \_\_\_\_\_ Location \_\_\_\_\_

Name of General Contractor \_\_\_\_\_

Name of Original Sub-Contractor \_\_\_\_\_

Name of New Sub-Contractor \_\_\_\_\_

Reason for Change \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This instrument is for the purpose of advising all persons involved of a change being made on the contract and job-site.

\_\_\_\_\_

General Contractor

\_\_\_\_\_

DBE Office

\_\_\_\_\_

Asst. Director

# BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_, as Principal,  
(Address)

and \_\_\_\_\_  
(Name of Surety)

of \_\_\_\_\_, as Surety,  
(Address)

jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the **Board of Water and Sewer Commissioners of the City of Mobile, Alabama**, as the Owner, in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Fifty thousand Dollars (\$50,000.00)**.

**THE CONDITION OF THIS OBLIGATION** is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified as:

\_\_\_\_\_ Project No. \_\_\_\_\_

**NOW, THEREFORE**, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Contract and Labor and Material Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

**then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_  
Name and Title

SURETY:

\_\_\_\_\_

By \_\_\_\_\_  
Name and Title

**CONTRACT**

THIS CONTRACT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between

\_\_\_\_\_,  
(Contractor)

**Hereinafter “Contractor,” and the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, hereinafter “Owner.”**

**WITNESSETH:**

The Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner, as follows:

1. The Contractor shall furnish all materials and perform all Work as set forth in the following Contract Documents: Invitation for Bids, and any Addenda thereto; Proposal and all Documents submitted therewith; Standard Specifications of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama; any Specifications of the Owner provided with the Invitation for Bids which are specific to this Contract; General Conditions; Special Provisions; Detailed Specifications; this Contract form; Bonds; Drawings and Addenda; all of which are attached hereto and made a part of the parties' Contract, as if fully set forth herein:

\_\_\_\_\_  
\_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

2. The Contractor shall commence performance of this Contract on a date to be specified in a written order of the Owner, and shall fully complete all Work hereunder within \_\_\_\_\_ consecutive calendar days from and after said date. "Work" shall include all construction, delivery of materials and items, and other obligations of the Contractor under this Contract.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the Contract, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, as follows:

Approximately \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), in accordance with lump sum and unit prices set forth in the Proposal.

4. The Owner shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during the preceding calendar month by the Contractor. The Owner may retain five percent (5%) of the amount of such estimate until fifty percent (50%) of the Work has been completed. The Owner may hold this retainage until all Work has been performed strictly in accordance with this Contract and until all Work has been accepted by the Owner and all obligations of the Contractor under this Contract have been satisfied.
5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the performance of this Contract have been paid in full, and upon satisfaction by the Contractor of all other obligations under this Contract, final payment on account of this Contract shall be made within thirty (30) days after the completion by the Contractor of all Work covered by this Contract and the acceptance thereof by the Owner.
6. The parties hereto acknowledge and agree that time is of the essence for performance of this Contract. The parties agree that in the event the Work is not completed within the time herein specified, the Owner may retain from the compensation otherwise to be paid to the Contractor the sum of \$\_\_\_\_\_ per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. The parties agree that this dollar amount represents their agreed upon stipulation as to the damages which the Owner will have sustained per day due to the failure of the Contractor to complete the Work within the time stipulated, and that this amount is not a penalty.
7. Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.
8. The parties hereto further agree hereto that if at any time after the execution of this Contract and the Contract Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional



bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

9. The parties acknowledge that the Contract Documents governing the Contract between them for this project include, but may not be limited to, this Contract form; all other materials furnished with the Invitation for Bids; the Contractor's Proposal and all documents and items submitted with Contractor's bid for this project; the Owner's Standard Specifications, General Conditions, and Special Conditions; all plans and drawings for the project; other documents which may be incorporated into any of the foregoing by reference; and Change Orders for the project, if any.
10. In addition to the Indemnity obligations set forth in the Contract Documents, in the event that legal action is brought by any person or entity against the Owner, its employees, or agents, asserting negligent act(s) or omission(s), violation of law or regulation, or other legally culpable conduct of the Contractor, the Contractor's employees, subcontractors, successors, or anyone for whose acts or omissions the Contractor may be legally liable, whether said action be for property damage, personal or bodily injury, wrongful death, environmental harm, or anything else, the Contractor shall reimburse the Owner for the Owner's reasonable attorneys' fees, costs, and expenses incurred in defending against same, through all trial and appeals relative to thereto, including but not limited to cost of bonds and interest in the event of an appeal, whether filed by the Owner or by another party.
11. Should the Owner employ legal counsel to prevent a breach of this Contract, or to otherwise assert or protect its rights under this Contract, the Contractor shall reimburse the Owner for the Owner's reasonable attorneys' fees, costs, and expenses incurred, including those incurred through any appeal, if the Owner is the prevailing party.
12. The Contractor acknowledges that the Contractor has had an opportunity to fully review with Contractor's legal counsel all requirements of this Contract, including this Contract form and all other Contract Documents. The Contractor acknowledges that the Contractor is fully familiar with the requirements for the project which is the subject hereof.
13. The Contractor shall comply with all laws, ordinances, and regulations applicable to the project.
14. The Contractor shall maintain in full force and effect all insurance required by the Contract Documents.
15. The parties hereto acknowledge that the Contract Documents reflect their complete understanding as to the provisions of this Contract and shall supersede all prior understandings, representations, and communications between them, whether oral or written, as to its subject matter.

IN WITNESS WHEREOF, the representatives of the parties hereto have executed this Contract by signing below, with full authority as the act of each party, to be effective as of the day and date

first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

**BOARD OF WATER AND SEWER  
COMMISSIONERS OF THE CITY OF  
MOBILE, ALABAMA**

ATTEST

By \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

By \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

**CONTRACTOR:** \_\_\_\_\_

By \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

By \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

(SEAL)

NOTARY ACKNOWLEDGEMENTS

STATE OF ALABAMA  
COUNTY OF MOBILE

Before me, the undersigned Notary Public in and for the above County and State, personally appeared \_\_\_\_\_, whose name as \_\_\_\_\_ for the above Owner is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Owner.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Print Name]: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public in and for the above County and State, personally appeared \_\_\_\_\_, whose name as \_\_\_\_\_ for the above Contractor is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Print Name]: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_

\_\_\_\_\_  
(hereinafter the "Principal")

and \_\_\_\_\_

\_\_\_\_\_  
(hereinafter the "Surety")

are held and firmly bound unto the Board of Water and Sewer Commissioners of the City of Mobile, Alabama (hereinafter the "Board") in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

for the faithful performance of a certain written Contract dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, entered into between the Principal and the Board, for the following construction project or other work (hereinafter the "Contract"):

\_\_\_\_\_  
\_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

a copy of which said Contract is incorporated herein by reference and made a part hereof as if fully set out.

NOW THEREFORE, this Bond and all obligations hereof shall remain in full force and effect until all covenants, terms, and conditions of the Contract for the work referenced above have been fully performed. The conditions of this Bond and its obligations are further described as follows:

The Principal shall faithfully perform all terms and conditions of the Contract and shall fully pay all obligations incurred in connection therewith. The Principal shall honor all obligations of every nature relative to the Contract.

The Principal shall save the Board harmless from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of the Contract and from any and all other such liability resulting from negligence or otherwise on the part of the Principal and/or any entity performing work or providing materials on the Principal's behalf for the Contract. The Principal shall further save the Board harmless from all costs and damages which may be suffered by reason of the failure to fully and completely perform said Contract. The Principal shall fully reimburse and repay the Board for all expenditures of every kind and description which may be incurred by the Board in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract. The Principal shall pay all lawful claims of persons, firms, partnerships, corporations, and other entities for all labor performed and material furnished in connection with the performance of the Contract. Failure to pay any such claims of persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation.

**CONTRACT BOND**  
**PAGE 2**

Any alterations or additions which may be made under the Contract or in the Work to be done under it, or the giving by the Board of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Board or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being expressly waived.

All obligations of this Bond shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance in full, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed in two (2) counterparts.

By \_\_\_\_\_  
(Principal)

Witness: \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_

By \_\_\_\_\_  
(Surety)

Witness: \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_, as Principal, and \_\_\_\_\_ and \_\_\_\_\_, as Surety, are held and firmly bound unto the Board of Water and Sewer Commissioners of the city of Mobile, Alabama, hereafter called the "Obligee", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_\_\_\_, (hereinafter called the "Contract") for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
PROJECT No. \_\_\_\_\_

which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors, shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the Work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the Work provided for in said Contract

**LABOR AND MATERIAL BOND**

**PAGE 2**

is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement, including warranties, of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint

---

(Chief Executive Officer of Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the obligation of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement, including warranties, of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

**LABOR AND MATERIAL BOND  
PAGE 3**

Executed in two (2) counterparts.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
(Principal)

(Seal)

Witness: \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

By \_\_\_\_\_  
(Surety)

Witness: \_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Printed Name and Title)

By: \_\_\_\_\_  
(Resident Agent)

\_\_\_\_\_  
(Printed Name and Title)