

INVITATION TO BID

The City of Auburn will receive sealed bids until 2:00 p.m. CST, June 13th, 2007 in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly open and read for furnishing all labor, equipment, and materials necessary for the complete construction of the following project:

BENT CREEK EAST SEWER EXTENSION

The following is a list of approximate quantities:

ITEM DESCRIPTION	UNIT	QUANTITY
Clearing & Grubbing	LS	1
Erosion Control	LS	1
Encasement Boring	LS	1
Installation of 2 - 48" Dia. Manholes	LS	1
Removal and Reinstallation of 1- 48" Dia. Manhole	LS	1
Installation 8" Dia. PVC Sewer Main	LF	380
Removal and Reinstallation of 82 LF of 8" PVC Sewer Main	LF	82
Seeding, Permanent	LS	1
Construction Exit Pad / Ingress,Egress Road	LS	1
Project Survey & Staking	LS	1

Plans, specifications, and contract documents are open to public inspection, free of charge, in the Bailey-Alexander Water Resource Center 1501 West Samford Av. Auburn, Alabama. Copies may be obtained upon receipt of a refundable deposit of fifty dollars (\$50.00) made payable to the City of Auburn for each set. The deposit will be refunded upon return of complete set of contract documents in reusable condition within 10 days of the bid opening. Please contact Deborah R. Hocutt_____ at 334-501-3067 for information on obtaining these plans.

Guarantee will be required with each bid as follows: At least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn.

Your attention in particular is invited to the "Information for Bidder's", which is to be followed in all respects. The City of Auburn reserves the right to select the lowest responsible bidder as the best interest of the City of Auburn may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn.

Bids must be submitted upon the standard forms furnished by the City of Auburn. No bids may be

withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope must be delivered to City Hall or mailed, addressed to:

Purchasing Officer, City of Auburn
144 Tichenor Avenue,
Auburn, Alabama 36830

The envelope must be plainly marked on the outside as follows:

BID: **Bent Creek East Sewer Extension**
OPENING: **2:00 PM CST**
DATE: **JUNE 13TH, 2007**

The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn, including a state license in accordance with Chapter 8, Title 34 of the Code of Alabama 1975. Any non-Alabama bidders must submit a written opinion from an attorney stating the amount, if any, of preference granted by law to businesses in his state of residence.

The award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of proposals to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women's businesses are given many opportunities to provide the above-mentioned services when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

The contractor agrees in all events to use in the project materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the contractor determines that said items are not available at a reasonable price, he must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products.

In the event a contractor violates the provisions of this section, the City of Auburn may at its election, assess against the contractor liquidated damages in an amount of not less than two hundred dollars (\$200.00) nor more than 20% of the gross amount of the contract, as deemed appropriate by the City of Auburn.

Please note that the City of Auburn has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. A copy of the required

form is included in the "Information for Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City of Auburn representatives (architect, if applicable, inspector, project manager and department head) and received by accounts payable at least seven (7) days prior to the scheduled mailing date. The City of Auburn will process only one invoice per month for partial payment to the contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

When the bid is submitted, the contractor will be required to provide certificates of insurance showing that the Contractor carries, or has in force, automobile liability insurance, general liability insurance, umbrella liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at minimum, \$1,000,000 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. General liability insurance will provide coverage for explosion, collapse, and underground (X,C,U). Limits of liability for umbrella liability insurance shall be, at a minimum \$2,000,000 each occurrence and \$2,000,000 aggregate. If the general liability and/or the umbrella liability insurance is written on a claims basis, coverage will be maintained in effect at the specified limits for two (2) years following completion and acceptance of the work. Workers' compensation insurance shall provide statutory workers' compensation coverage and employer's liability coverage with limits of, at a minimum, \$100,000 each accident, \$100,000 disease - each employee and \$500,000 accident and \$500,000 disease - policy limit.

The certificate of insurance shall provide the City of Auburn with thirty (30) days written notice of cancellation of any of the coverage named in said certificates. *The City of Auburn will be shown as additional insured under the contractor's general liability and automobile liability insurance policies for the work to be performed.*

The contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the contractor. These certificates shall be made available to the City of Auburn before the Letter of Notice to Proceed is issued.

At the City of Auburn's discretion, the contractor may be required to have in force higher limits than amounts mentioned above and/or broader coverage than normally carried by the contractor. Questions concerning insurance coverage may be directed to the Risk Manager, D'Arcy Wernette at 334.501.7243.

City of Auburn, Alabama

Karen S. Broome
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT
ERIC CARSON AT 334.501.3072.