

June 14, 2006

INVITATION TO BID

The City of Auburn will receive sealed bids until 10:00 a.m., local time on Tuesday, July 11, 2006, 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:

TOWN CREEK PARK TRAIL

The project shall consist of the construction of a multi-use gravel pathway in Town Creek Park. The approximate distance of the pathway will be 980 feet. Work will include required drainage work, a 75 linear foot wooden boardwalk, and brick pavers for existing furniture pads. Federal funds are involved in this project and compliance with all applicable federal, state and local laws, rules, and regulations is required.

Plans, specifications, and contract documents are open to public inspection, free of charge, in the Development Services Building, 171 North Ross Street, Suite 200, Auburn, Alabama, and the F.W. Dodge Plan Rooms in Montgomery, 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 if within 10 days of the bid opening. Please contact Brandy Ezelle at 334.501.3000 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, Alabama.

Your attention in particular is invited to the "Information for Bidders", which is to be followed in all respects. The City reserves the right to select the lowest responsible bidder as the best interest of the City 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 sixty (60) days after being opened by the City of Auburn, Alabama.

Bids must be submitted upon the standard forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids. A sealed envelope must be delivered to City Hall or mailed, addressed to:

City Manager, City of Auburn
144 Tichenor Avenue, Suite 1
Auburn, Alabama 36830

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

BID: TOWN CREEK PARK TRAIL
OPENING: 10:00 A.M.
DATE: TUESDAY, JULY 11, 2006
STATE LICENSE NO.:

The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with 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 contracts, if to be awarded, will be made within sixty **(60)** calendar days after opening of proposals to the lowest responsible bidder whose proposals comply with the requirements of the invitation to bid. Should no award be made within the sixty **(60)** 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 telegram or 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.

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, it 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 may at its election, assess against the contractor liquidated damages in an amount of not less than one hundred dollars (\$100.00) nor more than 20% of the gross amount of the contract, as deemed appropriate by the City.

Please note that the City of Auburn has a mandatory Partial Payment Request form and Invoice Summary Sheet form that must be completed and submitted by the contractor with each payment before payment request can be processed. A copy of the required forms is enclosed with this Invitation to Bid letter. Payments to vendors are mailed on each Friday of the month. Pay requests must be 1) reviewed and approved by the appropriate City representatives (architect (if applicable), inspector, project manager and department head) *and then* 2) 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.

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. If general liability coverage is on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverage named in said certificate. *The City will be named as additional insured under the Contractor's general liability insurance and automobile 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 evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon before the Notice to Proceed is issued.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the Contractor.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract. The Contractor agrees to purchase liability insurance to cover this indemnity obligation.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama located in Montgomery, Alabama.

CITY OF AUBURN, ALABAMA

Karen S. Broome
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT BRANDY EZELLE, 334 501 3000.