



City of Auburn

Home of Auburn University

January 13, 2011

INVITATION TO BID

The City of Auburn, Alabama, will receive sealed bids until 10:00 a.m., local time, on Tuesday, February 8, 2011, in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly opened and read for furnishing all labor, materials and equipment necessary for the completion of the following project:

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CITY OF AUBURN

DOWNTOWN PEDESTRIAN SIGNALS IMPROVEMENTS & LED STREET LIGHTING RETROFIT PROJECT

The work will consist principally of the following approximate quantities:

<u>BASE BID</u>	<u>UNIT</u>	<u>QTY</u>
<u>ITEM DESCRIPTION</u>		
Furnishing and Installing Pedestrian Signal Improvements – N. College St. and Glenn Ave.	Lump Sum	1
Furnishing and Installing Pedestrian Signal Improvements – N. Gay St. and E. Glenn Ave.	Lump Sum	1
Furnishing and Installing Pedestrian Signal Improvements – College St. and Magnolia Ave.	Lump Sum	1
Furnishing and Installing Pedestrian Signal Improvements – S. College St. and Thach Ave.	Lump Sum	1
Furnishing and Installing Pedestrian Signal Improvements – S. Gay St. and E. Thach Ave.	Lump Sum	1
Furnishing and Installing Pedestrian Signal Improvements – S. College St. and Roosevelt Dr./Miller Ave.	Lump Sum	1
Remove Existing HPS Garage Fixture and Install LED Garage Fixture (Wall/Column Mount)	Each	47
Install LED Garage Fixture (Wall/Column Mount)	Each	5
Install Conduit & Conductor to New Garage Fixture	Each	5
Remove Existing HPS Garage Fixture and Install LED Garage Fixture (Pole Mount)	Each	16

ADDITIVE ALTERNATE NO. 1

Retrofit Existing HPS Sidewalk Fixture with LED Fixture	Each	38
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ADDITIVE ALTERNATE NO. 2

Remove Existing HPS Cobra Head Fixture and Install LED Cobra Head Fixture	Each	75
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Plans, specifications, and contract documents are open to public inspection, free of charge, in the Office of the City Engineer, 171 North Ross Street, Suite 200, Auburn, Alabama and the McGraw Hill Plan Rooms in Montgomery, Alabama. Plans and specifications may be obtained by prime contractor bidders upon payment of a deposit of **\$50** for the first set. The deposit shall be refunded in full to each prime contractor bidder upon return of the documents in reusable condition within 10 days after bid opening. Additional sets for prime contractor bidders, subcontractors, vendors, or dealers may be obtained upon payment of the same deposit. The deposit shall be refunded less the cost of printing, reproduction, handling, and distribution, upon return of the documents in reusable condition within 10 days after bid opening. Please contact **Brandy Ezelle**, Project Manager, 334-501-3000 for information on obtaining these plans and specifications.

A Pre-Bid Meeting will be held at the City of Auburn Development Services Building Conference Room located at 171 North Ross Street, Auburn, AL 36830, on January 25, 2011 at 10:00 a.m.

Guarantee will be required with each bid as follows: At least five percent (not to exceed \$10,000) of the amount of the Base 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 section entitled "Instructions to 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 containing the original proposal and one (1) copy must be delivered or mailed to:

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

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

BID:	CITY OF AUBURN DOWNTOWN PEDESTRIAN SIGNALS IMPROVEMENTS PROJECT AND LED STREET LIGHTING RETROFIT PROJECT
OPENING:	10:00 A.M., LOCAL TIME
DATE:	TUESDAY, FEBRUARY 8, 2011
STATE LICENSE NO.:	

The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn. Any non-Alabama bidder 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.

Award of the contract, if to be awarded, will be made within sixty (60) calendar days after opening of bids and will be to the lowest responsible bidder whose proposal complies 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 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 small businesses, minority businesses and women-owned businesses are given opportunities to provide the above-mentioned services or materials 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 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, the contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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 to Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City representative

(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.

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 the general liability insurance 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 at the limits specified in this paragraph. 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 Contractor will be responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance will be primary. The City and Gresham, Smith and Partners will be named as additional insured's under the Contractor's general liability insurance and automobile liability insurance policies.

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 request.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees and Gresham, Smith and Partners 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. This obligation survives the payment of any losses by the Contractor's insurance company.

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 – Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

The contract may not be assigned by the Contractor without written permission of the City.

Questions concerning insurance coverage may be directed to the Risk Manager, D'Arcy Wernette at 334.501.7243.

CITY OF AUBURN, ALABAMA

Belinda Russian
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **BRANDY EZELLE** AT 334.501.3000.