



**East University Drive and Summertrees Drive Culvert Replacement
City of Auburn, Alabama**

**Addendum A
April 28, 2026**

The following, as clarifications, corrections or changes to the Contract Documents, will be included into any agreement for the construction of the East University Drive and Summertrees Drive Culvert Replacement and must be taken into account in preparing and submitting a Bid for the work. No other provisions or conditions are waived or changed hereby.

Addendum A is being sent by email. Acknowledgment of receipt should be emailed back to the City of Auburn at webengineering@auburnal.gov upon receipt.

Bid Opening Date

1. Modified bid opening date to Tuesday, May 19, 2026, at 2:00 p.m. See attached revised Invitation to Bid and Instructions to Bidders with modified bid opening date.

Attachments:

Revised Invitation to Bid and Instructions to Bidders

I acknowledge receipt of Addendum A to the East University Drive and Summertrees Drive Culvert Replacement.

(Name)

(Date)



April 27, 2026

Revised April 28, 2026

INVITATION TO BID

Please note, the City of Auburn is updating its online bid notification system to better communicate with those interested in bidding on City Projects. To receive notifications bidders need to register in the City's [Vendor Self Service \(VSS\) System](#).

Those already registered in VSS will need to add their NIGP commodity codes. Previously entered codes were removed from all vendor records in VSS during the system update. Please note, NIGP commodity codes are required for vendors to receive bid notifications.

Sealed bids will be received by the City of Auburn, Alabama, until 2:00 p.m., local time, on Tuesday, May 19, 2026, in the Office of the City Manager, 144 Tichenor Avenue, and then be publicly opened and read at the City Meeting Room, 122-B Tichenor Avenue, for furnishing all labor, materials and equipment necessary for the completion of the following project:

EAST UNIVERSITY DRIVE AND SUMMERTREES DRIVE CULVERT REPLACEMENT

The following approximate quantities (not complete list):

DESCRIPTION	UNIT	QUANTITY
CULVERT CONCRETE	CY	318
COARSE AGGREGATE, SEC 801 FOR MISC USE (ALDOT #2)	TON	275
REMOVING 10' X 7' CORRUGATED METAL PIPE	LIN FT	210
BORROW EXCAVATION (UNDERWATER BACKFILL) #57	TON	92
STEEL REINFORCEMENT	LB	55627
PORTABLE IMPACT ATTENUATOR	EACH	4
DUCTILE IRON PIPE WATER MAIN	LIN FT	165

Plans, specifications, and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Plans and specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please email

webengineering@auburnal.gov for information on obtaining these plans and specifications. Please contact **Holland Daniel**, Project Manager, 334-501-7390 for additional project information.

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 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 thirty (30) days after being opened by the City of Auburn, Alabama.

Failure to complete the project (all pay items) within one hundred twenty (**120**) consecutive calendar days after the date specified in the Notice to Proceed may result in the assessment of liquidated damages in the amount of \$2,550.00 per calendar day for each day the contract remains incomplete.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices. Documentation of enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All bidders are advised that the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the bidder pledges not to violate federal immigration law.

Legislative Act 2016-312 (the "Act") prohibits the City from entering into contracts with any business entity that is actively engaged in or plans to engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade; unless such business entity provides the goods or services for at least 20 percent (20%) less than the lowest business entity in compliance with the Act. All bidders understand and agree that in the awarded contract, the lowest responsive bidder must either certify that it is in compliance with the Act and agree that it will not violate the act during the term of the contract; or agree to offer the goods or services for at least 20 percent (20%) less than the lowest business entity certifying compliance with the Act.

Bids must be submitted upon the standard forms furnished by the City of Auburn, Alabama. 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 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 should be plainly marked on the outside as follows:

BID: East University and Summertrees Drive Culvert Replacement
OPENING: 2:00 P.M., LOCAL TIME
DATE: TUESDAY, MAY 19, 2026
STATE LICENSE NO. _____

Documentation of the issuance of a State contractor's license as required under Title 34, Chapter 8 of the Code of Alabama, 1975, shall be included with the bid proposal and shall be required as a requirement of the award of the contract. State license number and expiration date should be clearly and plainly marked on the outside of the bid proposal envelope.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of Sate Code, any non-Alabama bidders must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-resident businesses in his state of residence. Questions regarding business license and applicable taxes may be directed to the Revenue Office at (334) 501-7239.

Award of the contract, if to be awarded, will be made within thirty (30) 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 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 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 and explosion, collapse and underground hazards (X,C,&U). If any of the liability insurance coverages are 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 disease – policy limit. The Contractor will be responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance is primary. If the Contractor carries higher coverage limits, the higher coverage limits will apply.

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 and waivers of subrogation in favor of the City for each of the coverages named on said certificate.

The City will be named as additional insured 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.

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. 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.

Questions concerning insurance coverage may be directed to the Risk Manager, McCarthy Autry at 334.501.7243.

CITY OF AUBURN, ALABAMA

Dawson Newman
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **Holland Daniel** AT 334.501.7390.

INSTRUCTIONS TO BIDDERS

Revised April 28, 2026

1. **Contract Documents.** The "Contract", "Invitation to Bid", the "Instruction to Bidders", the "Proposal", the "Base Bid", the "Special Conditions", the "Measurement and Payment", the "Performance Bond", and the "Labor and Material Payment Bond" make up the "Contract Documents". The Contractor must visit the location of the work and inform itself of all site conditions and make its own estimates of the facilities and difficulties attending the execution of the work.

2. **Delivery of Proposals.** Envelopes containing proposals must be sealed, addressed as follows, and sent First Class Mail or delivered to the Office of the City Manager, Auburn City Hall, 144 Tichenor Avenue, Suite 5, Auburn, Alabama 36830. The City assumes no responsibility for the delivery of a proposal by mail or otherwise.

The following note must be clearly shown on the face of the envelope:

EAST UNIVERSITY DRIVE AND SUMMERTREES DRIVE CULVERT REPLACEMENT

Bids will be opened on **Tuesday, May 19, 2026, 2:00 p.m., local time.**

3. **Omissions and Discrepancies.** Should a bidder find ambiguities or discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he must at once notify the Engineer, who may send a written instruction to all bidders.

4. **Acceptance or Rejection of Proposals.** The City reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which contains incomplete, obscure or irregular material or information may be rejected; any Proposal which omits a Proposal on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular Proposal bond, certified or cashier's check may be rejected.

5. **Proposal Bond.** All Proposals shall be accompanied by a Proposal bond or a certified or cashier's check upon a national or state bank, drawn and make payable to the order of the City of Auburn, Alabama. The Proposal bond or check must be enclosed in the same envelope with the Proposal. The amount of the Proposal bond or check will be at least five percent (5%) of the amount of Proposal (**not to exceed \$10,000.00**). All such Proposal bonds or checks will be returned to the respective bidders within ten **(10)** days after Proposals are opened, except those which the City elects to hold until the successful bidder has executed the Contract. Thereafter all remaining Proposal bonds and checks, including the Proposal bond or check of the successful bidder, will be returned within ten **(10)** days.

6. **Acceptance of Proposals and Its Effect.** All Proposals shall be Irrevocable for a period of thirty **(30)** days after proposal opening. Within thirty **(30)** days after the opening of the

Proposals, the City of Auburn will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the City of Auburn, and no other act of the City of Auburn shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute and perform the Contract and to be responsible for liquidated damages as provided in Paragraph 8. The rights and obligations provided for in the Contract shall become effective and binding upon the City of Auburn only upon its formal execution by the City of Auburn.

7. Time for Executing Contract and Damages for Failure to Execute. The bidder to whom the award is made shall enter into a written contract on the form included in the proposal, plans, and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required in Item 13 and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, **within 15 days** after the prescribed forms have been presented to him or her for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Proposal. The damages to the City for such breach shall include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Proposal bond or certified or cashier's check accompanying the Proposal of such bidder shall be retained by the City of Auburn, Alabama as liquidated damages for such breach. In the event any bidder whose Proposal shall be accepted shall fail or refuse to execute the Contracts hereinbefore provided, the City Engineer of the City of Auburn may, at his option, determine that such bidder has abandoned the Contract and thereupon the City shall be entitled to liquidated damages as above provided.

8. Determination of Low Bidder. Except where the City exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the City to the bidder who has submitted the lowest Proposal determined by the sum of the following.

For a Lump Sum Proposal:

- Base Proposal;
- Algebraic sum of alternatives elected by City after opening of Proposals;
- Amount of unit price work based on quantities given in proposal form or estimated by City or Engineer;
- Amount of management fees called for in Proposal.

For a Unit Price Proposal:

- Sums of unit price work based on quantities given in schedule;
- Algebraic sum of alternatives elected by City after opening of Proposals;
- Amount of management fees called for in Proposal.

The City reserves the right to accept or not accept any or none of the additive alternates as it determines is within its project budget. If an alternate bid is accepted, the base bid will be modified by that amount. Example: If Additive Alternate No. 1 is accepted by the City, then the total of Additive Alternate No. 1 plus the Base Bid shall be used to determine the apparent low bidder. If no Additive Alternate is accepted by the City, then only the Base Bid shall be used to determine the apparent low bidder.

9. Time for Beginning and Completing the Work. The Contractor shall include in the construction schedule an allowance for adverse weather based on the National Oceanic and Atmospheric Administration (NOAA) 30-year climatological normals for precipitation as recorded at Auburn University Regional Airport (KAUO), Auburn, Alabama.

No time extension will be granted for weather conditions at or below these established normals.

A time extension may be considered only when actual precipitation exceeds normal conditions, defined as either:

- (1) total monthly precipitation exceeding the NOAA normal by more than ten percent (10%), or
- (2) the number of days with measurable precipitation (≥ 0.01 inches) exceeding the NOAA average by more than two (2) days.

Any request for extension of time shall be supported by weather data from the designated station and must demonstrate an impact to the critical path of the Work as shown in the approved construction schedule.

10. Prices. In case of discrepancy between the prices quoted in the Proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

11. Interpretations and Addenda. No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed, and forwarded to the City Engineer of the City of Auburn, Alabama. All requests must be submitted at least 48 hours before the date and time of the bid opening. Requests for interpretations will not be accepted after that time.

12. Postponement of Date for Presenting and Opening Proposal. The City reserves the right to postpone the date for presentation and openings of Proposals and will give notice by

registered mail of any such postponement to each prospective bidder. Proposals shall be irrevocable for the period of any postponement of openings not to exceed thirty **(30)** days.

13. Bonds. Performance Bond will be required as follows: One hundred percent (100%) of the contract price. Labor and Material Bond will be required as follows: One hundred percent (100%) of the contract price.

14. Liquidated Damages. Time is of essence in this contract. The City will allow one hundred twenty **(120)** consecutive calendar days from the start date established by the written notice to proceed for completion of the project, and the Contractor will be subject to payment of Liquidated Damages in the amount of \$2,550.00 per calendar day for each day the contract remains incomplete (considering additional time which may be allowed the Contractor by the Engineer for completion of Extra Work) after the time allowed in the contract.

15. Informalities. The City reserves the right to reject any and all Proposals and to waive any informality in the Proposals received.

16. Business Licenses. Successful bidder must have or must purchase all appropriate Auburn City Business Licenses and Permits before beginning work.

17. Fair Labor Standards Act (FLSA). The contractor must abide by the requirements of the Federal Labor Standards Provisions Act.

18. Suppliers and Subcontractors. The low bidder must supply the names and addresses of major material suppliers and subcontractors before the Notice Award.

19. Progress Schedule. Within ten **(10)** days of delivery of the executed agreement by the City to the Contractor, Contractor shall submit to Engineer for approval a progress schedule indicating the starting and completion date of the various stages of the work and a preliminary schedule of shop drawings submissions. In addition, Contractor will submit a plan indicating his requirements for traffic control and pedestrian safety facilities.

20. Federal Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

21. Retainage. In accordance with Alabama State Code Section 39-2-12(c), retainage shall be withheld at a rate of not more than 5% of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after 50% completion has been accomplished no further retainage shall be withheld.