



July 9, 2026

INVITATION TO BID

The Water Works Board of the City of Auburn, (herein after referred to as Board) will receive sealed bids until 10:00 a.m., local time, on **August 6, 2026** in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then 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:

**US 280 ELEVATED STORAGE WATER TANK**

The following is a list of approximate quantities (see Base Bid for full schedule of quantities):

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	Furnishing all products, materials, and equipment and performing all labor necessary to complete and put into operation the US 280 Elevated Storage Water Tank, including all work shown on the Drawings and/or specified.	LS	1
2	Cash Allowances		
a.	Soils and Concrete Testing	ALLOWANCE	
b.	SCADA	ALLOWANCE	
c.	Property Protection during Coating Operations	ALLOWANCE	

The instructions to Bidders, Bid, Contract Agreement, Specifications and forms of Proposal Bond, Performance Bond, Labor and Materials Bond and other Contract Documents may be examined at the following:

Bailey-Alexander Water and Sewer Complex  
1501 West Samford Avenue  
Auburn, Alabama 36832

Issuing Office  
Barge Design Solutions, Inc.  
1201 Front Avenue, Suite F  
Columbus, GA 31901  
706-321-4590

Copies of the Bidding Documents may be purchased from Memphis Reprographics as follows [bidding.bargedesign.com](http://bidding.bargedesign.com) or via phone at (901) 381-9811. Cost of Bidding Documents is \$75.00 per 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.

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 Water Works Board of the City of Auburn, Alabama.

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 Board 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.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. The Board reserves the right to select the lowest responsible bidder as the best interest of the Board may require, to award the purchase contract from any of the bids, reject any and all bids, and waive any informalities in bids received. Bids will be good for sixty (60) days after being opened by the Board.

Bids must be submitted upon the standard forms furnished by the Board. 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 bid and one (1) copy 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:** US 280 ELEVATED WATER STORAGE TANK  
**OPENING:** 10 A.M. LOCAL TIME  
**DATE:** 8/6/2026  
**STATE LICENSE NO.:** \_\_\_\_\_

The contractor shall provide evidence that he has been issued a state license in accordance with Chapter 8, Title 34 of the Code of Alabama 1975 before his bid is considered. **Failure to clearly mark State License Number and Renewal Date on the outside of the bid envelope may result in the disqualification of bid proposal.** The successful low bidder is responsible for acquiring the appropriate business license and permits to conduct work within the City of Auburn. Business licenses may be obtained by contacting the City of Auburn's Revenue Office at 334-501-7239. Permits may be obtained by contacting Inspection Services at 334-501-3170. 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 fees in accordance with City ordinances and codes. In accordance with Section 39-3-5 of State 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.

The 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 Water Works Board of 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 many opportunities to provide the above-mentioned services or materials when economically feasible. In the case of construction projects, the Board shall rely on individuals or firms seeking to do business with the Board 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 Board and obtain approval for the use of other materials, supplies and products. In the event a contractor violates the provisions of this section, the Board may at its election, assess against the contractor liquidated damages in an amount of not less than five hundred dollars (\$500.00) nor more than 20% of the gross amount of the contract, as deemed appropriate by the Board.

The Contractor shall utilize Section 00 45 13 – Statement of Bidder's Qualifications in the bid package to indicate that he has performed a minimum of 10 tank construction projects of similar magnitude and scope in the last 5 years. The Contractor should provide the name of the project, location of the project, project details and a point of contact. The Contractor shall also submit documentation with the bid package indicating the following: (1) Contractor, or Contractor's Subcontractor, should have a minimum of ten years direct experience in performing construction of elevated storage water tanks (2) Contractor, or Contractor's Subcontractor, shall only assign a Crew Foreman who has a minimum of five years' experience in construction of elevated storage water storage tanks. Contractor shall complete and

submit all required items in the Statement of Bidder's Qualifications with his Proposal.

Please note that the Board has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate Board 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 Board 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, pollution 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, \$5,000,000.00 per occurrence, \$5,000,000.00 personal and advertising injury, \$5,000,000.00 general aggregate and \$5,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse, and underground (X, C & U) hazards. Limits of liability for pollution liability shall be, at a minimum, \$1,000,000.00 per occurrence or claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the pollution 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, \$1,000,000.00 each accident, \$1,000,000.00 disease- each employee and, \$1,000,000.00 disease – policy limit. The Contractor is responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance is primary. If the Contractor carries higher coverage limits than those mentioned above, the higher coverage limits will apply.

The certificate of insurance shall provide the Water Works Board of the City of Auburn (Board) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate and waivers of subrogation in favor of the Board for the coverages listed on the certificate of insurance.

The Board and Barge Design Solutions will be named as additional insured under the Contractor's general liability insurance, pollution 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 Board and shall be made available to the Board upon request.

At the Board'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 Board, its officials, representatives,

agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's 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 may not be assigned by the contractor without written permission of the Board.

Questions concerning insurance coverage may be directed to the City Risk Manager, McCarthy Autry at 334.501.7247.

WATER WORKS BOARD OF THE CITY OF AUBURN  
Dawson Newman  
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **JULIA SMITH, ENGINEERING ASSOCIATE**, BARGE DESIGN SOLUTIONS, INC. AT **615.252.4415** or **Julia.Smith@bargedesign.com**.