



**City of Auburn**  
Home of Auburn University

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**MEMORANDUM**

**TO:** Megan McGowen Crouch, City Manager

**THROUGH:** Keith Williams, Executive Director of Public Services

**FROM:** Daniel Ballard, Public Works Director

**DATE:** March 24, 2025

**SUBJECT:** Boykin Gymnasium Roof and Wall Insulation

In coordination with the Community Services Department, the Public Works Department is requesting City Council approval to enter into a Construction Contract with W.W. Compton Contractor, LLC to provide all labor, equipment, and materials necessary to insulate the roof, south wall, and east wall of the Boykin Gymnasium for a lump sum cost of \$198,000.00. The gymnasium was originally constructed in 1993 with architectural and design services being provided by Wesley & Associates Architects & Engineers. In September of 2023, the city completed a project to upgrade the heating, ventilation, and air conditioning system of the gymnasium, which continues to work satisfactorily. Insulation for the roof was installed at the time of the original construction but has deteriorated over time, while insulation was not included in the original construction of the south and east walls. The purpose of this project is to address these insulation needs and to eliminate humidity issues that have been encountered in the gymnasium, while also reducing the overall costs to heat and cool the building.

The City of Auburn solicited bids from local contractors for the costs of all labor, equipment, and materials necessary to properly install the roof and wall insulation, and the following responsible and responsive bids were received on March 20, 2025:

<b><u>Contractor:</u></b>	<b><u>Base Bid Price:</u></b>
W.W. Compton Contractor, LLC	\$198,000.00
Russell Construction of Alabama, Inc.	\$355,200.00

In consideration of the information provided, and the necessity of the work, I recommend execution of a Construction Contract with W.W. Compton Contractor, LLC in the amount of \$198,000.00 for this project. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount (\$19,800) as contingency for unforeseen conditions. The cost of this installation is eligible for reimbursement through the Community Development Block Grant Program.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to replace the deteriorated roof insulation and install insulation for the walls of the Boykin Gymnasium in order to provide an efficiently heated and cooled space for all patrons; and

**WHEREAS**, plans and specifications for the proposed installation were developed by Davis Architects, Inc., in coordination with the Community Services Department staff; and

**WHEREAS**, the project is eligible for reimbursement through the Community Development Block Grant Program; and

**WHEREAS**, in coordination with the Community Services Department, the Public Works Department of the City of Auburn has solicited sealed bids, as required under Alabama law, for the costs of all labor, materials, and equipment necessary to replace the deteriorated roof insulation and provide insulation for the south and east gymnasium walls to improve the functional efficiency of the building and reduce energy costs; and

**WHEREAS**, W.W. Compton Contractors, LLC submitted the lowest responsive bid in the amount of \$198,000.00.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a construction contract with W.W. Compton Contractors, LLC to provide and install insulation in the Boykin Gymnasium roof and south and east gymnasium walls at a cost of \$198,000.00, and further authorizes up to ten percent (10%) of the contract amount (\$19,800.00) as a contingency to be used for unforeseen conditions.

**ADOPTED AND APPROVED** by the City Council of the City of Auburn, Alabama, this the 1<sup>st</sup> day of April 2025.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**City of Auburn**

**CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **W.W. Compton Contractor, LLC** hereinafter called the CONTRACTOR and the City of Auburn, Alabama, hereinafter called the CITY;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the WORK as defined in the Contract Documents (defined in Section 4 hereof). The WORK is generally described as follows:

**BOYKIN GYMNASIUM ROOF AND WALL INSULATION PROJECT**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. Prior to commencing work, the CONTRACTOR shall have obtained a City of Auburn Business License, all required insurance and any required permits. If the CONTRACTOR does not obtain the required Business License, the CITY may withhold payment to CONTRACTOR until the Business License is obtained.
3. All time limits for milestones, if any, substantial completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence.

The CONTRACTOR will commence the work required by the BID within ten (10) consecutive calendar days after the date of the NOTICE TO PROCEED and will complete the same within **sixty (60) consecutive calendar days**, unless the period for completion is extended otherwise by the CITY.

The CONTRACTOR shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

If the CONTRACTOR is delayed at any time in the progress of the work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CONTRACTOR's control and without the fault or negligence of CONTRACTOR, the CONTRACTOR shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONTRACTOR shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the CONTRACTOR, whether to terminate this Agreement in

accordance with Article 10 hereof or extend the Term by Change Order for such time as the CITY may determine.

4. The Contract Documents consist of:

1. This Contract Document
2. Invitation to Bid
3. Instructions to Bidders
4. Bid
5. Bid Bond
6. Base Bid / Quantities
7. Special Conditions
8. Measurement and Payment
9. Performance Bond
10. Labor and Material Payment Bond

The intent of the Contract Documents is to include all items necessary for the execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

5. The CONTRACTOR shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents in the Contract Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents.

The CITY will pay the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

6. If the CONTRACTOR is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONTRACTOR shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.
7. No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONTRACTOR unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the CONTRACTOR. In the event of noncompliance with the foregoing, the CONTRACTOR shall neither have nor make any claim for additional compensation by reason of a claim for additional services.
8. The term "**Change Order**" as used herein is a written order to the CONTRACTOR, issued and signed by the CITY after execution of this Agreement, authorizing a change in the

Work. Unless the CONTRACTOR requests a modification in such Change Order, the CONTRACTOR shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The CONTRACTOR shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONTRACTOR to respond to a Change Order within such ten (10) day period shall be deemed to signify CONTRACTOR's acceptance of such Change Order as if CONTRACTOR had signed the same without modification. If CONTRACTOR requests a modification of a Change Order, the CITY shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

9. The CONTRACTOR and the CITY recognize that time is of the essence as stated in Section 4 above and that CITY will suffer financial and other losses if the WORK is not completed and milestones, if any, are not achieved within the times specified in the Contract Documents, plus any extensions thereof allowed in accordance with the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the WORK is not completed on time.

Accordingly, instead of requiring any such proof, the CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY the amount of **\$500.00 per calendar day** for each Day occurring after the expiration of the Contract Time until CONTRACTOR achieves Substantial Completion of the PROJECT.

10. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. The CONTRACTOR is 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 (X, C & U) hazards. 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. 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. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits apply.

12. The certificate of insurance shall provide the CITY thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.
13. The CITY will be named as additional insured under the CONTRACTOR'S general liability insurance and automobile liability insurance policies. The CITY will be provided copies of the additional insured endorsements.
14. 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 before the Letter of Notice to Proceed being given.
15. The CONTRACTOR agrees to advise fully all of its employees and others working for CONTRACTOR concerning environmental, safety and health procedures required by applicable state and federal law, regulation or order or required by the CITY; and to take the necessary steps to assure that such procedures are complied with.
16. 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 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 loss by the CONTRACTOR'S insurance carrier.
17. The CONTRACTOR is 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 must be included with the contract.

By signing this Agreement, the CONTRACTOR affirms, for the duration for 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 to be in breach of the Agreement and shall be responsible for all damages resulting therefrom.

18. Any subcontractor who works on the PROJECT must be enrolled in E-Verify. By signing this Agreement, the CONTRACTOR acknowledges understanding of this requirement and represents that the CONTRACTOR has in place a system for assuring compliance.
19. By signing this agreement, the CONTRACTOR hereby attests that it is currently in

compliance with Alabama Legislative Act 2016-312 (the "Act"). The CONTRACTOR hereby agrees to maintain compliance with the Act during the term of this Agreement. The CONTRACTOR understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the CITY the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.

20. 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.
21. This Agreement does not, and shall not, be construed to create any partnership or agency whatsoever.
22. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
23. This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.
24. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
25. The CONTRACTOR may not assign this agreement without the written permission of the City.
26. This Agreement shall be binding on the parties hereto and their respective successors, assigns and legal representatives.

**IN WITNESS, THEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

WITNESS TO PRINCIPAL'S SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
CONTRACTOR'S ADDRESS

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA  
A Municipal Corporation

ATTEST:

BY: \_\_\_\_\_

Lindsay Manley  
Assistant City Clerk

ITS CITY MANAGER

BY: \_\_\_\_\_

Megan McGowen Crouch



BOYKIN GYMNASIUM ROOF AND WALL INSULATION  
CITY OF AUBURN  
AUBURN, ALABAMA  
**BID FORM**

MARCH 11, 2025  
DAI 3965.02  
ADDENDUM NO. 1

TO: **The City of Auburn**, Auburn, Alabama, hereinafter called the Owner  
Date: 3/20/25

In compliance with the Invitation to Bid and subject to all the conditions thereof, the undersigned  
W.W. Compton Contractor

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of  
WORK: Boykin Gymnasium Roof and Wall Insulation

in accordance with Drawings and Specifications, dated February 14, 2025, prepared by  
Davis Architects, Inc., Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of Alabama,  
having its principal offices in the City of Auburn,  
is: a Corporation a Partnership an individual (other) LLC.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if  
Bidder is a Corporation, list the names, titles, and business addresses of its officers:  
Julie Gordon - President - 300 N Dean Rd, STE 5 #200, Auburn, AL  
Paul Gordon - V President - 300 N Dean Rd, STE 5 #200, Auburn, AL

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having  
become fully informed regarding all pertinent conditions, and that it has examined the Drawings and  
Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents  
relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 1 inclusively.

BASE BID: For construction complete as shown and specified, the sum of  
One Hundred Ninety Eight Thousand & 00/100 Dollars (\$ 198,000.00)

Attach Section 004102 – Bid Proposal Form Attachment "A" to this Bid Proposal Form.

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to  
be made to the Base Bid: Alternates are further described in Section 01 2300.

For Alternate No. 1 ( N/A ).....(add)(deduct) \$ N/A

ALLOWANCE: Include allowances in Base Bid in accord with Section 01 2100 - Allowances

UNIT PRICE: Provide unit prices in accord with Section 01 2200 – Unit Price

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed  
Performance and Payment Bonds Alternates and evidence of insurance within fifteen calendar days, or such  
other period stated in the Bid Documents, after the contract forms have been presented for signature, provided  
such presentation is made within 30 calendar days after the opening of bids, or such other period stated in  
the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented  
by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding

BOYKIN GYMNASIUM ROOF AND WALL INSULATION  
CITY OF AUBURN  
AUBURN, ALABAMA  
Authority as liquidated damages for failure to so comply.

MARCH 11, 2025  
DAI 3965.02  
ADDENDUM NO. 1

Attached hereto is a: (Mark the appropriate blank and provide the applicable information.)

\_\_\_\_ Bid Bond, executed by \_\_\_\_\_ as Surety,  
X a cashier's check on the 19th of March 2025 Bank of River Bank & Trust,  
for the sum of Ten Thousand & 00/100 cents Dollars  
(\$ 10,000.00) made payable to the Owner.

**BIDDER'S ALABAMA LICENSE:**

State License for General Contracting: 19698 U-Unlimited BC-Building Construction  
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

**Legal Name of Bidder** W. W. Compton Contractor LLC

**Mailing** 300 N. Dean Rd, STE 5 #200, Auburn, AL 36830 Address

\* By Paul Gordon (Legal Signature)

\* Name (type or print) Paul Gordon (Seal)

\* Title Owner

Telephone Number 334-318-2664

\* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

Bidder's representation section: Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

- END OF PROPOSAL FORM -

City of Auburn  
 BOYKIN GYM ROOF AND WALL INSULATION  
 THURSDAY, MARCH 20, 2025, 10:00AM CST  
 City Meeting Room

Bidder	State License #	Base Bid	Addenda	Bid Bond	Comments/Exceptions/Information Needed
W.W.Compton Contractor, LLC	19698	\$ 198,000.00	✓	✓	—
Russell Construction of Alabama	14973	\$ 355,200.00	✓	✓	—

*Randa Weaver*

*Valerie Baker*

Opened By

Witnessed By

The announced bids are not to be construed as meaning any bid meets all specifications as set out in the Invitation to Bid. All documents and calculations will be verified for bid compliance and accuracy by the originating department and the Purchasing Officer before award.

The City reserves the right to select the lowest responsible bidder as to the best interest of the City, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received.