

NOTICE TO CONTRACTORS

Sealed bids will be received by the City of Auburn, Alabama ("City"), until 10:00 a.m., local time, on Thursday, May 7, 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:

FY 2026 FACILITIES SEAL COATING AND RESTRIPIING PROJECT

The City is requesting bid prices to provide all labor, materials, equipment, and incidentals necessary to clean, prepare, seal coat, and restripe existing asphalt pavement surfaces at various City facilities. The seal coating and restriping locations are listed in the bid documents, and the City reserves the right to remove locations from the project, if necessary, to meet budget constraints. The work will consist principally of the following items:

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
Asphalt Seal Coat	Square Feet	236,160
Solid White, Class 1, Type B Traffic Stripe	Linear Feet	6,640
Solid Blue, Class 1, Type B Traffic Stripe	Linear Feet	575
Solid Yellow, Class 1, Type B Traffic Stripe	Linear Feet	2,034
Handicap Markings, Class 1, Type B (Paint)	Each	24
24" Wide Stop Bar, Class 1, Type B (Paint)	Linear Feet	100
12" Wide Crosswalk Bar, Class 1, Type B (Paint)	Linear Feet	34
White Directional Arrow Marking, Class 1, Type B (Paint)	Each	2

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 contact **Patrick Slaughter**, Project Manager, at 334-501-3008 or pslaughter@auburnal.gov for additional project information.

Guarantee will be required with each bid to submit the following: 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.

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.

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

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.



AUBURN

PROJECT MANUAL

**FY 2026 Facilities
Seal Coating and
Restriping Project**

Project Manager: Patrick Slaughter • 334-501-3008

City of Auburn
Public Works Department
4277 Wire Road, Suite 300
Auburn, Alabama 36832

FY 2026 FACILITIES SEAL COATING AND RESTRIPING PROJECT

TABLE OF CONTENTS

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID
BID BOND
BASE BID/QUANTITIES
SAMPLE CONTRACT
PERFORMANCE BOND
LABOR AND MATERIALS BOND

SPECIAL CONDITIONS

PROJECT DESCRIPTION..... (1)
TIME OF COMPLETION..... (2)
LIQUIDATED DAMAGES..... (3)
LICENSE FEE..... (4)
WORK TO BE DONE..... (5)
SAFETY..... (6)
ENVIRONMENTAL..... (7)
GOVERNING DOCUMENTS..... (8)
WORK HOURS..... (9)
NOTE..... (10)
STRIPING..... (11)
PROJECT BUDGET..... (12)
PROJECT SCHEDULE..... (13)
PUNCH LIST..... (14)

MEASUREMENT & PAYMENT

ASPHALT SEAL COAT..... 01
SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT) (4" WIDE)..... 02
SOLID BLUE, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT) (4" WIDE)..... 03
SOLID YELLOW, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT) (4" WIDE)..... 04
HANDICAP MARKINGS, CLASS 1, TYPE B (PAINT)..... 05
24" WIDE STOP BAR, CLASS 1, TYPE B (PAINT)..... 06
12" WIDE CROSSWALK BAR, CLASS 1, TYPE B (PAINT)..... 07
WHITE DIRECTIONAL ARROW MARKING, CLASS 1, TYPE B (PAINT)..... 08

APPENDICES

APPENDIX A

SEAL COAT SPECIFICATIONS

APPENDIX B

MAP OF LOCATION NO. 1 – DEAN ROAD RECREATION CENTER

APPENDIX C

MAP OF LOCATION NO. 2 – TOWN CREEK CEMETERY

APPENDIX D

MAP OF LOCATION NO. 3 – AUBURN PUBLIC LIBRARY

APPENDIX E

MAP OF LOCATION NO. 4 – BOYKIN GYMNASIUM PARKING LOT

APPENDIX F

MAP OF LOCATION NO. 5 – MLK PARK PARKING LOT

APPENDIX G

MAP OF LOCATION NO. 6 – CHARLOTTE AND CURTIS WARD BIKE TRAIL PARKING LOT

APPENDIX H

MAP OF LOCATION NO. 7 – SAM HARRIS PARK PARKING LOT

APPENDIX I

MAP OF ALTERNATE LOCATION NO. 1 – BAILEY ALEXANDER WATER AND SEWER COMPLEX

CITY OF AUBURN STANDARD SPECIFICATIONS

Please go to <https://www.auburnalabama.org/engineering-services/standard-specifications/> for the
City of Auburn Standard Specifications.



April 14, 2026

INVITATION TO BID

1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

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 (“City”), until 10:00 a.m., local time, on Thursday, May 7, 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:

FY 2026 FACILITIES SEAL COATING AND RESTRIPIING PROJECT

The City is requesting bid prices to provide all labor, materials, equipment, and incidentals necessary to clean, prepare, seal coat, and restripe existing asphalt pavement surfaces at various City of Auburn facilities, in accordance with the provided standards and specifications. The application locations are listed in the bid documents, and the City reserves the right to remove locations from the project, if necessary, to meet budget constraints. The work will consist principally of the following items:

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
Asphalt Seal Coat	Square Feet	236,160
Solid White Traffic Stripe, Class 1, Type B	Linear Feet	6,640
Solid Blue Traffic Stripe, Class 1, Type B	Linear Feet	575
Solid Yellow Traffic Stripe, Class 1, Type B	Linear Feet	2,034
Painted Handicap Markers, Class 1, Type B	Each	24
2' Wide Stop Bar, Class 1, Type B	Linear Feet	100
1' Wide Crosswalk Bar, Class 1, Type B	Linear Feet	34

Directional Arrow, Class 1, Type B

Each

2

Specifications and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please email pslaughter@auburnal.gov for information on obtaining these specifications. Please contact Patrick Slaughter, Project Manager, 334-501-3008 for additional project information.

Bids must be submitted upon the attached 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, Suite 5
Auburn, AL 36830

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

**BID: FY 2026 FACILITIES SEAL COATING AND
RESTRIPIING PROJECT**
OPENING: 10:00 a.m. local time
DATE: Thursday, May 7, 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 Contractor's license must include all necessary classifications to complete the work.

2. CONTRACT AWARD

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 or all bids, and to waive any informalities in bids received. Bid will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids 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.

3. E-VERIFY AND NO-BOYCOTT CLAUSE

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, No. 2011-535 Code of Alabama (1975) § 31-13-9 as amended May 16, 2012, regarding employment practices. For all bidders that employ persons in the State of Alabama, 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.

4. LICENSING REQUIREMENTS

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 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. Questions regarding business license and applicable taxes may be directed to the Revenue Office at 334.501.7239.

5. EQUAL OPPORTUNITY

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-owned 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.

6. US SOURCING

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.

7. PAYMENT AND INVOICING

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.

8. INSURANCE REQUIREMENTS

The successful bidder 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 the general liability insurance coverage is on a claims-made basis, the successful bidder 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 successful bidder will be responsible for the payment of any deductibles or self-insured retentions. The successful bidder's insurance will be primary. If the successful bidder carries higher insurance limits than those specified, the higher insurance 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 coverages named in said certificate and provide the City with waivers of subrogation for the coverages listed on the 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.

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

9. INDEMNIFICATION

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 subcontractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance carrier.

10. LEGAL ACTION

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.

11. ASSIGNMENT OF CONTRACT

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

CITY OF AUBURN, ALABAMA

Dawson Newman
Purchasing Officer

**FOR SPECIFIC INFORMATION CONCERNING THIS SERVICE, PLEASE
CONTACT PATRICK SLAUGHTER AT 334.501.3008.**



INSTRUCTIONS TO BIDDERS

1. Contract Documents. The "Advertisement for Bids", the "Instruction to Bidders", the "Bid", the "Agreement", the "General Conditions", the "Drawings", the "Specifications", the "Contract", the "Performance Bond", the "Labor and Materials Payment Bond", the "Bid Bond", "General Conditions" and the "Special Conditions", 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 Bids. Envelopes containing bids 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 bid by mail or otherwise.

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

FY 2026 Facilities Seal Coating and Restriping Project

Bids opened on **Thursday, May 7, 2026, 10:00 a.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 Bids. The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any Bid which contains incomplete, obscure or irregular material or information may be rejected; any Bid which omits a bid on any one or more items in the price sheet may be rejected; any Bid in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Bid accompanied by an insufficient or irregular Bid Bond, certified or cashier's check may be rejected.

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

6. Acceptance of Bids and Its Effect. All Bids shall be Irrevocable for a period of thirty (**30**) days after bid opening. Within thirty (**30**) days after the opening of the Bids, the City of Auburn will act upon them. The acceptance of a bid 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 Bid. The acceptance of a Bid 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 bid, 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 Bid. 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 Bid Bond or certified or cashier's check accompanying the Bid of such bidder shall be retained by the City of Auburn, Alabama as liquidated damages for such breach. In the event any bidder whose Bid shall be accepted shall fail or refuse to execute the Contracts hereinbefore provided, the City Manager 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 bids, the Contract will be awarded by the City to the bidder who has submitted the lowest Bid determined by the sum of the following.

For a Lump Sum Bid:

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

For a Unit Price Bid:

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

9. Time for Beginning and Completing the Work. The Contractor shall commence the work within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the City Manager of the City of Auburn to commence work, and he shall complete

the work within **sixty (60)** consecutive calendar days after the date specified in the Notice to Proceed. *Time charges begin on day 11. The Contractor should account for normal rain during the anticipated construction time period. No additional days will be granted for rain within the normal rainfall amount. If necessary, time extensions will be granted for delays above normal rainfall.*

In the event that the City adds additional utility patches to the project beyond the initial scope reviewed in the preconstruction meeting, an extension of contract time will be granted. The extension of contract time shall be in the same ratio as the increase in the total cost. If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended, he may at any time prior to the expiration of the contract time as extended, make a written request to the Project Manager for an extension of time setting forth therein the reasons which he believes will justify the granting of his request.

10. Prices. In case of discrepancy between the prices quoted in the Bid 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 Manager 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 Bid. The City reserves the right to postpone the date for presentation and openings of Bids and will give notice by registered mail of any such postponement to each prospective bidder. Bids 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 **sixty (60) 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 \$500.00 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 Bids and to waive any

informality in the Bids 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 and after a review of the streets to be resurfaced by the Contractor, the 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.

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: _____, 2026.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

FY 2026 Facilities Seal Coating and Restriping Project

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineer to proceed and fully complete performance of the base bid work within **sixty (60) or less consecutive calendar days** from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the

award of the contract, the check or bid bond in the amount of 5%, (not to exceed \$10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the _____

or bid bond for the sum of _____ dollars (\$ _____)
(5% of AMOUNT BID (not to exceed \$10,000.00))

made payable to the City of Auburn, Alabama.

Base Bid: _____
(in words)

TOTAL LUMP SUM BID PRICE: \$ _____

EXCEPTIONS: If "none", so state here: _____

If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: _____

PRINTED NAME _____

TITLE _____

CONTRACTOR _____

ADDRESS: _____

CITY _____

STATE _____

CONTRACTOR'S LICENSE NUMBER

TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
as Principal, and _____
as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee"
or "City" in the penal sum of _____
_____ Dollars (\$_____) for
the payment of which we hereby jointly and severally bind ourselves, successors and assigns.
Signed this the _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the
City a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in
writing, for the:

FY 2026 Facilities Seal Coating and Restriping Project

THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall appear in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINTED NAME OF CONTRACTOR

PRINTED NAME OF PRINCIPAL

SEAL

BY: _____

ITS: _____

SURETY

SEAL

BY: _____

ITS: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

FY26 Facilities Seal Coating and Restriping Project

BASE BID

Location No. 1: Dean Road Recreation Center

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	25,760		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	987		
5	Handicap Markings, Class 1, Type B (Paint)	Each	3		

TOTAL BASE BID FOR LOCATION NO 1: _____

Location No. 2: Town Creek Cemetery

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	65,850		
5	Handicap Markings, Class 1, Type B (Paint)	Each	4		
6	24" Wide Stop Bar, Class 1, Type B (Paint)	Linear Feet	55		

TOTAL BASE BID FOR LOCATION NO 2: _____

Location No. 3: Auburn Public Library

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	36,520		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	1,565		
5	Handicap Markings, Class 1, Type B (Paint)	Each	4		

TOTAL BASE BID FOR LOCATION NO 3: _____

Location No. 4: Boykin Gymnasium Parking Lot

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	23,900		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	1,125		
3	Solid Blue, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	230		
5	Handicap Markings, Class 1, Type B (Paint)	Each	5		

TOTAL BASE BID FOR LOCATION NO 4: _____

Location No. 5: MLK Park Parking Lot

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	12,380		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	674		
3	Solid Blue, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	80		
5	Handicap Markings, Class 1, Type B (Paint)	Each	2		

TOTAL BASE BID FOR LOCATION NO 5: _____

Location No. 6: Charlotte and Curtis Ward Bike Trail Parking Lot

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	9,000		

TOTAL BASE BID FOR LOCATION NO 6: _____

Location No. 7: Sam Harris Park Parking Lot

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	6,200		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	306		
3	Solid Blue, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	80		
5	Handicap Markings, Class 1, Type B (Paint)	Each	2		

TOTAL BASE BID FOR LOCATION NO 7: _____

TOTAL BASE BID FOR FY26 FACILITIES ASPHALT SEAL COATING AND RESTRIPIING PROJECT:

(IN WORDS)

ADDITIVE ALTERNATE LOCATION NO. 1 - Bailey Alexander Water and Sewer Complex

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
1	Asphalt Seal Coat	Square Feet	56,550		
2	Solid White, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	1,691		
3	Solid Blue, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	185		
4	Solid Yellow, Class 1, Type B Traffic Stripe (Paint)(4" Wide)	Linear Feet	42		
5	Handicap Markings, Class 1, Type B (Paint)	Each	4		
6	24" Wide Stop Bar, Class 1, Type B (Paint)	Linear Feet	45		
7	12" Wide Crosswalk Bar, Class 1, Type B	Linear Feet	34		
8	White Directional Arrow, Class 1, Type B	Each	2		

TOTAL ALTERNATE NO. 1: _____

TOTAL BASE BID AND ALTERNATES: _____

TOTAL BASE BID AND ALTERNATES FOR FY26 FACILITIES ASPHALT SEAL COATING AND RESTRIPIING PROJECT:

(IN WORDS)

CONTRACTOR NAME: _____

COMPANY NAME: _____

ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

City of Auburn

SAMPLE CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ 2026, by and between _____ 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:

FY 2026 FACILITIES SEAL COATING AND RESTRIPIING 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. Performance Bond
 8. Labor and Material Payment Bond
 9. Special Conditions
 10. Measurement and Payment
 11. Appendices A-I

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 _____ 2026.

WITNESS TO PRINCIPAL'S SIGNATURE:

SIGNATURE OF PRINCIPAL

PRINCIPAL

NAME OF CONTRACTOR

CONTRACTOR'S ADDRESS

CITY, STATE

TELEPHONE

(SEAL)

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

BY: _____

Megan McGowen Crouch
ITS CITY MANAGER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ hereinafter called the "Principal," and _____, hereinafter called the "Surety," are held and firmly bound unto the City of Auburn, Alabama, herein after called the "Obligee," in the penal sum of _____ Dollars (\$ _____) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the _____ day of _____, 2026, entered into between the Principal and the Obligee for the

FY 2026 Facilities Seal Coating and Restriping Project

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREOF, the condition of this obligation is such that the Principal shall faithfully perform the terms and conditions of the contract in all respects on its part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the City from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the City from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the City for all expenditures of every kind, character and description which may be incurred by the City in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations and shall give them a direct right of action against the Principal and Surety under this obligation; and further that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond within one year after the date on which the final payment on the contract falls due. Any alterations or additions which may be under the contract, or in the work to be done under it, or the giving by the City of any extension of time for the performance of the contract or any other forbearance on the part of either the City or the Principal shall not, in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance is expressly waived. This obligation shall remain in full force and effect until the

performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of _____, 2026.

PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE
OF PRINCIPAL:

PRINTED NAME OF PRINCIPAL

BY _____

TITLE

WITNESS TO SIGNATURE
OF SURETY:

SURETY

BY _____

TITLE

Countersigned:

Resident Agent

Address

Telephone Number

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Auburn, Alabama, hereinafter called the "Obligee" or "City", in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____, 2026, hereinafter called the "Contract" for the

FY 2026 Facilities Seal Coating and Restriping Project

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment entered thereon.

(b) The Principal and Surety hereby designate and appoint _____ as

the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under Workers' Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceedings thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

Executed in three (3) counterparts

SIGNED, SEALED AND DELIVERED THIS _____ day of _____
2026.

PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE
OF PRINCIPAL:

PRINTED NAME OF PRINCIPAL

BY _____

TITLE

WITNESS TO SIGNATURE
OF SURETY:

SURETY

BY _____

TITLE

Countersigned:

Resident Agent

Address

Telephone Number

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SPECIAL CONDITIONS

FY 2026 FACILITIES SEAL COATING AND RESTRIPIING PROJECT

1. PROJECT DESCRIPTION:

This project consists of installing asphalt seal coating and striping at various City facilities within the City of Auburn. All work will be confined within City owned properties. The Contractor is advised to take special care not to cause any unnecessary disruption of business or damage to properties, including parking lots, sidewalks, curbs, gutters, handrails, vehicles, etc. No work will be allowed after dark or before 7:00 AM. Facilities shall have adequate ingress and egress at all times unless otherwise agreed upon in advance by the City's Project Manager. Weekend work will be allowed at the discretion of the City's Project Manager. Work at the Town Creek Cemetery shall be coordinated at least seventy-two (72) hours in advance, so as not to disrupt interment services or burials. Traffic control will be the responsibility of the Contractor.

2. TIME OF COMPLETION:

The Contractor shall commence work within 10 days after the written "Notice to Proceed" and shall complete the bid work in **sixty (60) consecutive calendar days**. The Contractor shall warrant labor, materials, and workmanship for a period of one year from date of substantial completion.

3. LIQUIDATED DAMAGES:

Liquidated damages as specified in the general conditions are hereby mutually fixed and agreed upon at the rate of **five hundred dollars (\$500.00) per consecutive calendar day** of delay past the contract completion date.

4. LICENSE FEE:

The Contractor will be required to obtain a license from the City of Auburn for performing the work prior to beginning the project. The license fee will be one-fourth of one percent (1/4 of 1%) of the contract amount.

5. WORK TO BE DONE:

The City reserves the right to add or delete seal coating and striping locations for the purpose of budgetary control or due to extraordinary and unforeseen circumstances. The City will use the unit prices given on seal coating and striping bid in the project for determining the cost to install any additional seal coating or striping. In cases where multiple prices are given, the unit price will be averaged and used for the pay item. The City also reserves the right to use a unit price on any seal coating and striping not previously listed if the item is needed to accomplish the work. Other seal coating and striping needs that the City deems necessary to complete the

project shall be added at the City's discretion. The proposed seal coat mix shall be submitted and approved by the City's Project Manager prior to seal coating operations beginning. The mix design shall be consistent with the provided specifications for the project. All surfaces will be properly prepared to receive the seal coating as per the project specifications and shall be performed in accordance with all applicable industry standards. Striping will not be applied to seal coating until after the specified cure time. The weather, temperature, and surface conditions shall be suitable for seal coat application. Mobilization and traffic control shall be the responsibility of the Contractor and shall be included in the price for each seal coating and striping location. **There will be no separate pay item for mobilization or traffic control in the bid.**

6. SAFETY:

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to the normal working hours. The Contractor shall take all necessary precautions to ensure safety of the jobsite at all times.

7. ENVIRONMENTAL:

The Contractor must promptly restore disturbed areas, keep debris out of streams, and use construction methods to minimize erosion. Under no circumstance shall any materials be allowed to enter into storm drains. Any debris generated during surface preparation and cleaning shall be removed from the project and disposed of properly. The Contractor will be solely responsible for any violation of environmental laws and penalties or fines that are imposed. The Contractor shall take all necessary precautions to ensure that seal coat application is kept off of sidewalks, curbs, gutters, grass areas, vehicles, etc. There will be no separate payment for maintaining a safe, secure, and environmentally compliant job site.

8. GOVERNING DOCUMENTS:

All work, testing, submittals, and materials shall be in accordance with the standards listed in Appendix A, City of Auburn Standard Details and Specifications, Engineering Services Design and Construction Manual, Alabama Department of Transportation Specifications, Water Resource Management Department Design and Construction Manual, and the Proposed Guidelines July 26, 2011 version of the Public Rights-of-Way Accessibility Guidelines issued by the United States Access Board, as applicable. The Contractor is required to have all of the applicable design standards on the job at all times. The successful contractor may request copies of the City of Auburn standards prior to the start of construction, if needed.

9. WORK HOURS:

No work will be allowed before 7:00 a.m. or after daylight hours, unless otherwise approved by the City's Project Manager. No traffic is to be detoured without the consent of the City's Project Manager. The Contractor will perform no work twenty-four (24) hours before or during any Auburn University athletic event or graduation without the consent of the City's Project Manager. The project site must be cleaned and opened for traffic as designated by the City's Project Manager. If deemed necessary by the City, detours and/or lane closures during peak times may be prohibited. Ingress and egress must be maintained at all times unless otherwise agreed upon by the City's Project Manager. In the event the Contractor should require no access for a limited period of time, a request shall be made to the City's Project Manager at least forty-eight (48) hours in advance requesting approval.

10. NOTE:

- A. Mobilization costs and traffic control costs shall be considered a subsidiary item of the seal coating.

11. STRIPING:

Unless otherwise noted:

- a. Striping shall be Class I, Type B, Paint Stripes as indicated by each drawing.
- b. Markings shall consist of arrows, stop bars, crosswalks, and channelizing lines and shall be in accordance with the U. S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices, Latest Edition. All marking shall consist of Class 1, Type B Paint.
- c. Unsatisfactory temporary and/or permanent striping performed by the Contractor must be removed and replaced in compliance with these specifications. No payment will be made for removal or replacement of the Contractor's unsatisfactory striping.

12. PROJECT BUDGET:

Below is a tentative list of locations for the FY 2026 Seal Coating and Restriping Project. The locations are shown in the maps included in the Appendices. The City reserves the right to remove locations from the project if necessary to meet budget constraints. The final seal coating and striping locations to be included will be determined by the City and listed in the Contract documents.

- Dean Road Recreation Center
- Town Creek Cemetery

- Auburn Public Library
- Boykin Gymnasium Parking Lot
- MLK Park Parking Lot
- Charlotte and Curtis Ward Bike Trail Parking Lot
- Sam Harris Park Parking Lot
- Bailey Harris Water and Sewer Complex

13. PROJECT SCHEDULE:

The Contractor shall provide a schedule and applicable traffic control plans to the City's Project Manager at the preconstruction meeting. The schedule shall include applicable dates and milestones. The traffic control plans shall outline lane closures, parking lot closures, expected delays to vehicular and pedestrian traffic, and other information regarding signage. The Contractor is advised that lanes closures will require prior approval by the City's Project Manager and at least seventy-two (72) hours advanced notice, in order for the City to issue a press release.

14. PUNCH LIST:

After the punch list is completed and released, the Contractor has 60 days from the date of the punch list letter to complete all of the items listed. Failure to complete the punch list items within 60 days may result in the City hiring another contractor to complete the work. The cost incurred by the City for the completion of the punch list items will be charged to the Contractor. **Upon completion of the project, the Contractor shall be required to run an advertisement of completion in a local publication for 3 consecutive weeks, in accordance with State Bid Law. The costs for the advertisement shall be included in the Contractor's bid as a subsidiary obligation of the Asphalt Seal Coat.**

MEASUREMENT AND PAYMENT

FY 2026 FACILITIES SEAL COATING AND RESTRIPIING PROJECT

01 ASPHALT SEAL COAT:

Work under this item shall include all labor, materials, and equipment necessary for the placement of asphalt seal coat at the locations shown on the maps in the attached appendices. All work shall be performed in accordance with the specifications and standards listed in the construction documents, particularly in regard to surface preparation, materials used, application rates and temperatures, cure times, etc. Work shall include, but not be limited to, hauling materials to the site, securing the project limits from vehicles and pedestrians, placement, clean-up, and other miscellaneous items of work. Mobilization costs and traffic control, including cones, drums, temporary signage, flagmen, etc., shall be subsidiary costs of this pay item.

Measurement shall be based upon square feet of the completed seal coat area. **A minimum of two (2) coats will be required and there will be no separate payment for additional coats. Additional coats may be required to meet the standards and specifications listed. For pricing purposes, it will be the Contractor's responsibility to visit each site and determine how many coats will be required at each location.** Payment shall be based upon the unit price bid for Asphalt Seal Coat.

02 SOLID WHITE, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT)(4" WIDE):

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of Solid White, Class 1, Type B Traffic Stripe (4" Wide) (Paint) as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon linear feet of 4" wide Solid White, Class 1, Type B Traffic Stripe (Paint) installed. Payment shall be based upon the unit price bid for Solid White Class 1, Type B Traffic Stripe (Paint)(4" Wide) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

03 SOLID BLUE, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT)(4" WIDE):

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of Solid Blue, Class 1, Type B Traffic Stripe (4" Wide) (Paint) as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices, latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon linear feet of 4" wide Solid Blue, Class 1, Type B Traffic Stripe (Paint) installed. Payment shall be based upon the unit price bid for Solid Blue Class 1, Type B Traffic Stripe (Paint)(4" Wide) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

04 SOLID YELLOW, CLASS 1, TYPE B TRAFFIC STRIPE (PAINT)(4" WIDE):

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of Solid Yellow, Class 1, Type B Traffic Stripe (4" Wide) (Paint) as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices, latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon linear feet of 4" wide Solid Yellow, Class 1, Type B Traffic Stripe (Paint) installed. Payment shall be based upon the unit price bid for Solid Yellow Class 1, Type B Traffic Stripe (Paint)(4" Wide) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

05 HANDICAP MARKINGS, CLASS 1, TYPE B (PAINT)

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of handicap markings with Class 1, Type B paint as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices, latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon each complete handicap marking installed. Payment shall be based upon the unit price bid for Handicap Markings, Class 1, Type B (Paint) in accordance with the Manual on Uniform Traffic Control Devices, latest edition, the City of Auburn Standard Details and Specifications, latest edition, and the Americans with Disabilities Act Standards for Accessible Design (ADA), latest edition.

06 24" WIDE STOP BAR, CLASS 1, TYPE B (PAINT)

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of 24" wide stop bars with Class 1, Type B paint as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon linear feet of 24" wide stop bars with Class 1, Type B paint installed. Payment shall be based upon the unit price bid for 24" Wide Stop Bar, Class 1, Type B (Paint) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

07 12" WIDE CROSSWALK BAR, CLASS 1, TYPE B (PAINT):

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of 12" wide crosswalk bars with Class 1, Type B paint as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon linear feet of 12" wide crosswalk bars with Class 1, Type B paint installed. Payment shall be based upon the unit price bid for 12" Wide Crosswalk Bar, Class 1, Type B Traffic Stripe (Paint) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

08 WHITE DIRECTIONAL ARROW MARKING, CLASS 1, TYPE B (PAINT):

Work under this item shall include all labor, equipment, and materials necessary for the complete installation of a white directional arrow with Class 1, Type B paint as shown on the maps in the attached appendices and to match the existing conditions. All work shall be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Work shall include placement of new striping per the manufacturer's specifications as necessary to complete the work.

Measurement shall be based upon each white directional arrow marking with Class 1, Type B paint installed. Payment shall be based upon the unit price bid for White Directional Arrow Marking, Class 1, Type B (Paint) in accordance with the Manual on Uniform Traffic Control Devices, latest edition.

APPENDICES
A-I

Appendix A: FY26 Facilities Seal Coating and Restriping Project

Project Specifications

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Cleaning and preparation of existing asphalt pavement surfaces prior to seal coat installation.
 2. Application of polymer-modified asphalt emulsion-based seal coat systems to asphalt pavements.
 3. Oil spot priming, and localized patch preparation immediately preceding seal coating.
 4. Weather, curing, and environmental constraints specific to Deep South climate conditions.
 5. Traffic control and protection of completed work.
 6. Coordination with pavement markings.
-

1.2 REFERENCES

The following reference standards shall form part of this specification:

A. ASTM International

- **ASTM D41** – Asphalt Primer
- **ASTM D977** – Emulsified Asphalt
- **ASTM D2397** – Cationic Emulsified Asphalt
- **ASTM D2939** – Testing Emulsified Bitumens
- **ASTM D3910** – Slurry Seal Practices
- **ASTM D6690** – Hot Applied, Rubberized Crack Sealant
- **ASTM C136** – Sieve Analysis of Fine Aggregates

- **ASTM C117** – Clay and Fines in Aggregates

B. MUTCD – Latest adopted Federal Edition

C. ADA Standards (2010 or latest adopted)

D. Asphalt Institute MS-19 – Asphalt Pavement Maintenance and Repair (guideline reference)

1.3 ADMINISTRATIVE REQUIREMENTS

A. Preconstruction Meeting

The following items shall be discussed between the Contractor and the City at the preconstruction meeting:

- Phasing and access at each facility during the project
- Emergency vehicle access
- Cure time and opening to traffic
- Weather windows for performing the work
- Striping coordination once seal coating is complete

B. Coordination

Contractor shall coordinate:

- Work areas to maintain building access, if work is done during workdays and working hours
- Notifications to the City's Project Manager, who shall coordinate with affected departments
- Traffic control setup, transitions, and work phasing
- Contractor shall provide a minimum notice of seventy-two (72) hours in advance of any parking, street, or sidewalk closures.

1.4 SUBMITTALS

A. Product Data

Provide for each material:

- Product sheet
- Application instructions
- Recommended rates
- Compatibility limitations

B. Safety Data Sheets (SDS)

Required for all sealers, primers, additives, and cleaners.

C. Mix Design Submittal

Shall Include:

- Sealer type and manufacturer
- Dilution ratio
- Sand loading (lb/100 sq ft or lb/gal)
- Polymer additive percent
- Intended application rate per coat (Must be within range specified in Section 2.5 of this specification)

D. Equipment List

The Contractor is required to provide all industry standard and necessary tools, equipment, and labor to install the seal coating and striping in accordance with the manufacturer's recommendations and/or specifications herein described.

E. Field Logs (Daily)

- Lot numbers
- Ambient and pavement temperatures
- Relative humidity
- Start/stop times
- Gallons applied

- Area covered

F. Closeout Submittals

- Warranty
 - Maintenance recommendations
-

1.5 QUALITY ASSURANCE

A. Contractor Qualifications

A minimum of 3 years of experience in:

- Seal coat installation
- Work in high-heat, high-humidity environments
- Work on municipal/public projects

B. Pre-Work Mockup

Construct ~200 sq ft test panel for approval.

C. Single-Source Materials

The same manufacturer shall be used for:

- Sealer
 - Additives
 - Primer
-

1.6 DELIVERY, STORAGE, AND HANDLING

- Deliver in sealed, labeled containers.
 - Store between 40°F–100°F and out of direct sunlight.
 - Continuous agitation required for emulsified products.
-

1.7 PROJECT CONDITIONS

A. *Weather Restrictions

1. Ambient temp \geq **50°F and rising**
2. Pavement temp \geq **50°F**
3. No rain within **24 hours**
4. Relative humidity $<$ **85%** unless manufacturer allows
5. No application when dew is expected within 8 hours of completion

*Or as per manufacturer recommended restrictions regarding application of product.

B. Seasonal Restrictions

- Apply March–November
- Avoid late-afternoon applications in peak summer heat

C. Surface Conditions

- Surface shall be dry
- Surface shall be free of standing water

1.8 TRAFFIC CONTROL

- Provide MUTCD-compliant signs, pylons, barriers, and tape
- Maintain at least one fire lane unless otherwise approved
- Any tracking caused by premature opening shall be repaired at the Contractor's expense

1.9 WARRANTY

Provide a **1-year warranty** covering:

- Peeling
- Flaking

- Premature wear
 - Tracking
 - Delamination
-

PART 2 – PRODUCTS

2.1 SEAL COATING MATERIALS

A. Sealer Type

1. Polymer-Modified Asphalt Emulsion

B. Physical Properties

- Homogeneous, no settlement
 - Fuel-resistant and oil-resistant
 - UV-resistant
 - Film-forming under high humidity
-

2.2 ADDITIVES

A. Sand (Aggregates)

- Clean, dry silica sand
- Angular gradation
- Meets ASTM C136/C117
Typical gradation:
 - 100% passing No. 30
 - 95–100% passing No. 40
 - 0–10% passing No. 100

B. Polymer Additives

For increased:

- Flexibility
- Scuff resistance
- Wear tolerance

C. Water

- Potable, added only per manufacturer limits

D. Primers

1. Oil-spot primer
 2. Asphalt primer (ASTM D41)
-

2.3 CRACK SEALANT – N/A

2.4 MIX DESIGN

A. General

Mix must match manufacturer recommendations.

B. Typical Ratios

- Per manufacturer guidelines and common industry standards for polymer-modified asphalt emulsion
 - Sand: 2–4 lb per gallon of concentrate
 - Polymer: 1–5%
-

2.5 APPLICATION RATES

A. Application Rate 0.11–0.15 gallons per square yard (per coat), or as per application rate recommended by manufacturer. **A minimum of two coats is required.**

PART 3 – EXECUTION

3.1 EXAMINATION

- Confirm pavement is structurally sound
 - Verify adequate curing time from recent asphalt patches
 - Perform moisture test if surface appears damp
-

3.2 SURFACE PREPARATION

A. Cleaning

1. Mechanical sweeping (The City will provide mechanical sweeping via regenerative air street sweeper in advance of seal coating. The Contractor shall coordinate this activity and provide at least 72-hour notice to the City in advance of proposed start date).
2. Power blowing will be the responsibility of the Contractor
3. Removal of vegetation, if necessary, will be the responsibility of the Contractor
4. Pressure washing (where needed to remove oil, grease, and any other products which may limit performance) will be the responsibility of the Contractor

B. Oil Spot Treatment

- Apply manufacturer-approved oil spot primer

C. Crack Sealing – N/A

3.3 MIXING

- Mix as per manufacturer's instructions.
-

3.4 APPLICATION

A. Methods

- Spray or squeegee machine
- Hand tools for edges

B. Coats

1. First coat shall be applied evenly in a thin application
2. First coat shall dry to a non-tracking condition
3. Second coat shall be applied in a perpendicular direction

C. Prohibitions

- No puddling
 - No seal coat in cracks > 1/8" (must be sealed first)
-

3.5 CURING

- Cure **24–36 hours minimum**
 - Pavement must be matte and fully dry
 - No vehicle traffic will be allowed until the seal coat is fully cured
-

3.6 PAVEMENT MARKINGS

- Apply no earlier than **24–48 hours** after last coat
 - Use compatible striping paint. Compatibility to be confirmed with the owner prior to application.
-

3.7 CLEANING AND PROTECTION

- The Contractor shall remove masking
 - The Contractor shall restore all sites to clean condition
 - The Contractor shall maintain traffic control following MUTCD standards
-

3.8 FINAL ACCEPTANCE

The City's Project Manager will inspect for:

- Uniformity
- Color consistency
- Absence of streaks
- Corrected defects

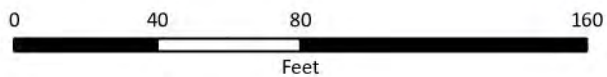
FY26 Seal Coat and Restriping

Limits of Application - Dean Road Recreation Center



~25,760 Square Feet

E Park Av

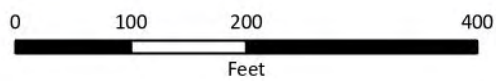


Public Works
12/16/2025

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - Town Creek Cemetery

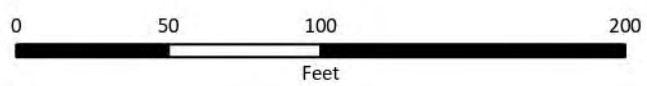
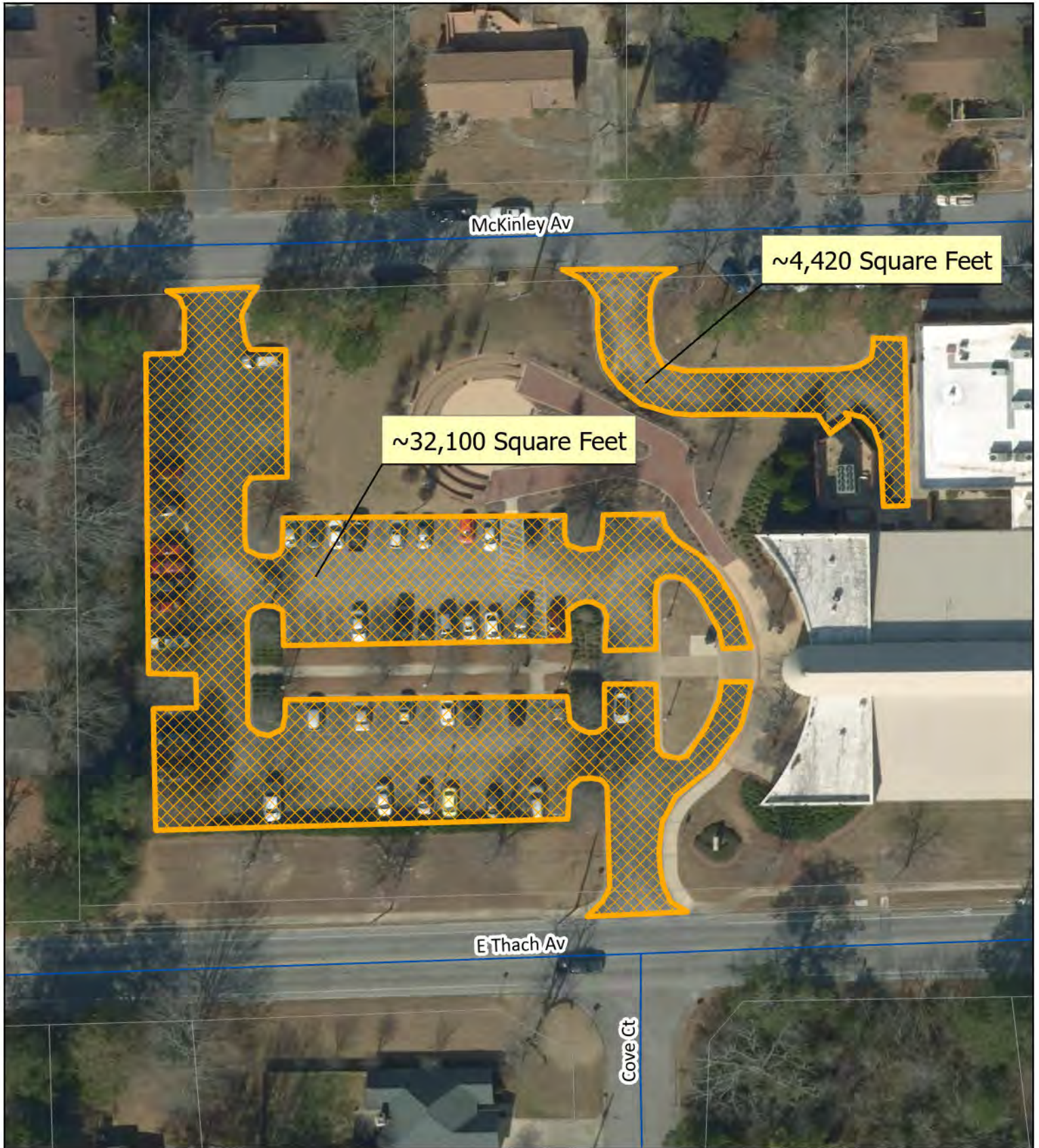


Public Works
12/16/2025

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - Auburn Public Library



Public Works
12/16/2025

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

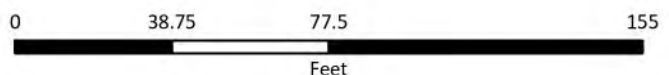
FY26 Seal Coat and Restriping

Limits of Application - Boykin Community Center Gym



~23,900 Square Feet

Mary Brooks Dr

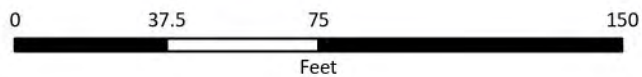


Public Works
12/16/2025

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - MLK Park



Public Works
12/16/2025

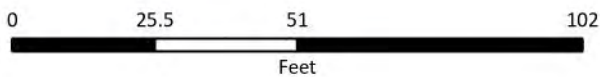
The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - Charlotte and Curtis Ward Parking Lot



~9,000 Square Feet

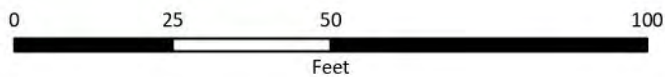


Public Works
02/11/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - Sam Harris Park

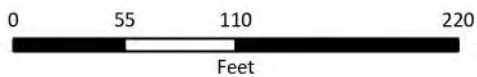
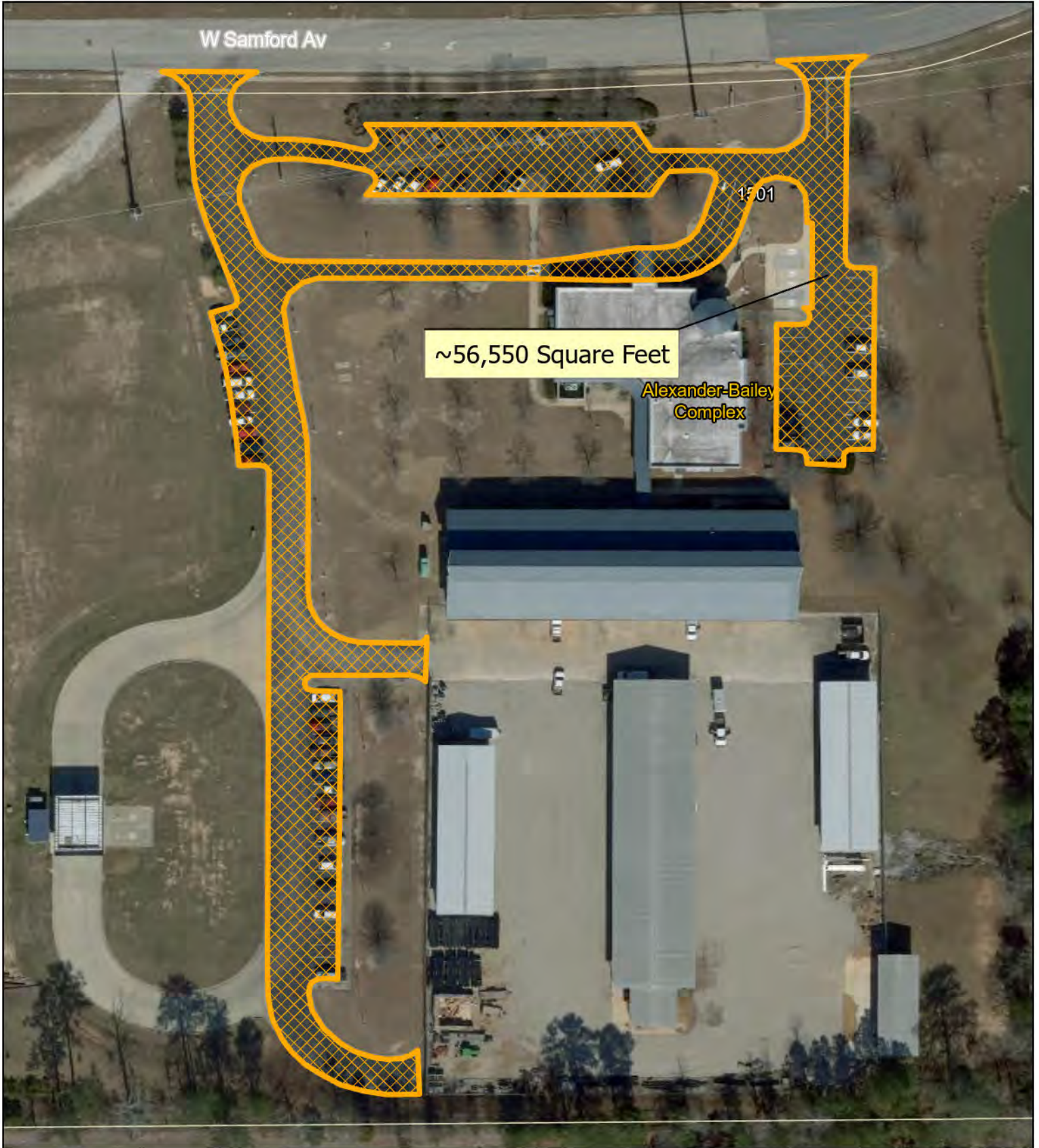


Public Works
12/16/2025

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

FY26 Seal Coat and Restriping

Limits of Application - Water Resource Management



Public Works
04/13/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.