



Project Manual

WEST MAGNOLIA STORM AND SEWER REPLACEMENT

Project Manager: Brad Griffith, 334.501.7382

**City of Auburn
Development Services Department
171 N. Ross Street
Auburn, Alabama 36830**

WEST MAGNOLIA SEWER AND STORM REPLACEMENT

TABLE OF CONTENTS

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
PROPOSAL
PROPOSAL BOND
BASE BID/ALLOWANCES
SAMPLE CONSTRUCTION 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/ACCESS (6)
ENVIRONMENTAL (7)
GOVERNING DOCUMENTS (8)
WORK/PROGRESS SCHEDULE (9)

CITY OF AUBURN STANDARD SPECIFICATIONS

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



June 8, 2026

INVITATION TO BID

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

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

There will be a pre-bid meeting held at 11:00 a.m., local time, on Wednesday, June 10, 2026, in the Development Services Building Conference Room, 171 North Ross Street. Sealed bids will be received by the City of Auburn, Alabama, until 11:00 a.m., local time, on Friday, June 12, 2026, in the Office of the City Manager, 144 Tichenor Avenue, and then be publicly opened and read at the City Meeting Room, 122-B Tichenor Avenue, for furnishing all labor, materials and equipment necessary for the completion of the following project:

WEST MAGNOLIA STORM AND SEWER REPLACEMENT

This project consists of the abandonment and replacement of existing sanitary sewer main along West Magnolia Avenue from North Donahue Drive to Thomas Street. The work includes installation and replacement of existing storm drainage pipe and inlets, sidewalk, stairs, and ramp, decorative pedestrian crosswalk replacement, and associated pavement work for street open cuts. The work also includes installation of curb and gutter along a portion of the road where new storm water piping will be installed. The contractor is advised to take special care not to cause any damage to properties or hindrance to local residents. All work will be confined within the right of way limits shown on the plans. Work will be conducted adjacent to high pedestrian traffic areas; therefore, all necessary safety precautions should be taken. Care should be exercised in all locations to work around existing utility lines and services. It will be the responsibility of the contractor to ensure no damage is done to existing utility services until new services are in place and tested. A road closure will be a part of the project, but access to the existing parcels between Cox Road and Thomas Street will need to maintain access throughout the project.

Plans, specifications, and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Plans and specifications may be obtained by prime contractor

bidders electronically at no charge via email by request. Please email webengineering@auburnal.gov for information on obtaining these plans and specifications. Please contact **Brad Griffith**, Project Manager, 334-501-3017 for additional project information.

Guarantee will be required with each bid as follows: At least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn, Alabama.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Failure to complete the project (all pay items) within forty-five **(45)** consecutive calendar days after the date specified in the Notice to Proceed may result in the assessment of liquidated damages in the amount of \$2,050.00 per calendar day for each day the contract remains incomplete.

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

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

Bids must be submitted upon the standard forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope containing the original proposal and one (1) copy must be delivered or mailed to:

Purchasing Officer, City of Auburn

144 Tichenor Avenue
Auburn, Alabama 36830

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

BID: WEST MAGNOLIA STORM AND SEWER REPLACEMENT
OPENING: 11:00 A.M., LOCAL TIME
DATE: FRIDAY, JUNE 12, 2026
STATE LICENSE NO. _____

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

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of 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.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids and will be to the lowest responsible bidder whose proposal complies with the requirements of the Invitation to Bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure small businesses, minority businesses and women-owned businesses are given opportunities to provide the above-mentioned services or materials when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

The contractor agrees in all events to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the contractor determines that said items are not available at a reasonable price, the contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the contractor breaches the

agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

Please note that the City of Auburn has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. A copy of the required form is included in the "Information to Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City representative (architect, if applicable, inspector, project manager and department head) and received by Accounts Payable at least seven (7) days prior to the scheduled mailing date. The City of Auburn will process only one invoice per month for partial payment to the contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse and underground hazards (X,C,&U). If any of the liability insurance coverages are on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and, \$500,000.00 disease – policy limit. The Contractor will be responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance is primary. If the Contractor carries higher coverage limits, the higher coverage limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverage named in said certificate and waivers of subrogation in favor of the City for each of the coverages named on said certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies.

The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally

carried by the Contractor.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys' fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance company.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

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

CITY OF AUBURN, ALABAMA

Morgan Blackwell
Finance Information Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **Brad Griffith** AT 334.501.3017.

INSTRUCTIONS TO BIDDERS

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

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

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

WEST MAGNOLIA STORM AND SEWER REPLACEMENT

Bids will be opened on **Friday, June 12, 2026, 11:00 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 Proposals. The City reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which contains incomplete, obscure or irregular material or information may be rejected; any Proposal which omits a Proposal on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular Proposal bond, certified or cashier's check may be rejected.

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

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

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

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

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

For a Lump Sum Proposal:

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

For a Unit Price Proposal:

- Sums of unit price work based on quantities given in schedule;
- Algebraic sum of alternatives elected by City after opening of Proposals;

Amount of management fees called for in Proposal.

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

9. Time for Beginning and Completing the Work. The Contractor shall commence the work within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the City Engineer, and he shall complete the work within ninety **(90)** consecutive calendar days after the date specified in the Notice to Proceed. *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.*

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

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

12. Postponement of Date for Presenting and Opening Proposal. The City reserves the right to postpone the date for presentation and openings of Proposals and will give notice by registered mail of any such postponement to each prospective bidder. Proposals shall be irrevocable for the period of any postponement of openings not to exceed thirty **(30)** days.

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

14. Liquidated Damages. Time is of essence in this contract. The City will allow forty-five **(45)** consecutive calendar days from the start date established by the written notice to proceed for completion of the project, and the Contractor will be subject to payment of Liquidated Damages in the amount of \$2,050.00 per calendar day for each day the contract

remains incomplete (considering additional time which may be allowed the Contractor by the Engineer for completion of Extra Work) after the time allowed in the contract.

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

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

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

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

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

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

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

PROPOSAL

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 proposal 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

West Magnolia Storm and Sewer Replacement

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 proposal 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 forty-five **(45)** 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 proposal 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.

STATED ALLOWANCE AND UNIT PRICES

The following items of work are anticipated during construction of this contract; however, the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in their Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the Special Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive

<u>No.</u>	<u>Item</u>	<u>Allow Qty.</u>	<u>Allow. Unit Price</u>	<u>Total</u>
1.	Excavation of Unsuitable Material and Replacement with 57 Stone:	400 CY	_____	_____
2.	Replacement of Unidentified Existing Laterals:	4 Each	_____	_____
ALLOWANCE UNIT PRICE TOTAL:			\$ _____	
TOTAL LUMP SUM BASE BID + ALLOW. UNIT PRICE TOTAL:			\$ _____	

The undersigned represents that the unit prices listed above are complete as specified in Section 01 2200, Unit Prices, acknowledges that the quantities are not guaranteed, and agrees that payment will be for the actual in-place quantities installed per the plans or as directed by the City. Prices must be entered for all the blanks in the schedule. If there is an error in the calculation for the total amount entered, the bid unit price multiplied by the Estimated Quantity will be the bid amount that is considered included in the Base Bid.

The quantity of unit price items will be verified by the City's representative. Should the total unit price amount included in the Base Bid for these items not be encountered, a change order will be initiated to refund to the City the difference at the bid unit price.

BY: _____

PRINTED NAME _____

TITLE _____

CONTRACTOR _____

ADDRESS: _____

CITY _____

STATE _____

CONTRACTOR'S LICENSE NUMBER

TELEPHONE NUMBER

PROPOSAL 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 Proposal, attached hereto and hereby made a part hereof to enter into a Contract
in writing, for the:

West Magnolia Storm and Sewer Replacement

THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver the
Contract attached hereto (properly completed in accordance with said Proposal)
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 Proposal,

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 Proposal; 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.

City of Auburn

CONSTRUCTION CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ 20_____, 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:

The abandonment and replacement of existing sanitary sewer along West Magnolia Avenue from North Donahue Drive to Thomas Street.

2. The PROJECT, of which the WORK under the Contract Documents is a part, is generally described as follows **WEST MAGNOLIA STORM AND SEWER REPLACEMENT** (the "PROJECT").
3. 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.
4. 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 PROPOSAL from the date of the NOTICE TO PROCEED and will complete the same within **forty-five (45) 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.

5. The Contract Documents consist of:

1. This Contract Document
2. Appendix A – Invitation to Bid
3. Appendix B – Instructions to Bidders
4. Appendix C – Proposal/Base Bid
5. Appendix D – Special Conditions
6. Appendix E – Performance Bond
7. Appendix F – Labor and Material Payment Bond
8. Appendix G – Project Schedule

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.

6. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7. 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 Section 01 2900 of the Special Provisions and City of Auburn Finance Department policies and procedures.

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

Contract Documents.

8. 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.
9. 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.
10. 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.
11. 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 **Two Thousand Fifty dollars (\$2,050.00)** per day for each Day occurring after the expiration of the Contract Time until CONTRACTOR achieves Substantial Completion of the PROJECT.
12. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

13. 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.
14. The certificate of insurance will provide the CITY with thirty (30) days' written notice of cancellation of any of the coverages listed on the certificate of insurance. The certificate of insurance will evidence waivers of subrogation in favor of the CITY for the coverages listed on the certificate of insurance.
15. The CITY will be named as additional insureds under the CONTRACTOR'S automobile liability insurance, general liability insurance and umbrella liability insurance coverages. The CITY will be a named insured under the builder's risk insurance coverage.
16. 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.
17. 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.
18. 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.

19. 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.

20. Any subcontractor who works on the PROJECT must agree to comply with the terms of this Agreement and 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.
21. 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.
22. 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.
23. This Agreement does not, and shall not, be construed to create any partnership or agency whatsoever.
24. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
25. This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

26. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
27. The CONTRACTOR may not assign this agreement without the written permission of the City.
28. This Agreement shall be binding on the parties hereto and their respective successors, assigns and legal representatives.

DRAFT

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.

(SEAL)

ATTEST:

BY: _____

NAME: _____

TITLE: _____

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

(SEAL)

ATTEST:

BY: _____

ASSISTANT CITY CLERK

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

BY: _____

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

West Magnolia Storm and Sewer Replacement

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

West Magnolia Storm and Sewer Replacement

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.

WEST MAGNOLIA SEWER REPLACEMENT PROJECT

SPECIAL CONDITIONS

1. PROJECT DESCRIPTION:

This project consists of the abandonment and replacement of existing sanitary sewer main along West Magnolia Avenue from North Donahue Drive to Thomas Street. The work includes installation and replacement of existing storm drainage pipe and inlets, sidewalk, stairs, and ramp, decorative pedestrian crosswalk replacement, and associated pavement work for street open cuts. The work also includes installation of curb and gutter along a portion of the road where new storm water piping will be installed. The contractor is advised to take special care not to cause any damage to properties or hindrance to local residents. All work will be confined within the right of way limits shown on the plans. Work will be conducted adjacent to high pedestrian traffic areas; therefore, all necessary safety precautions should be taken. Care should be exercised in all locations to work around existing utility lines and services. It will be the responsibility of the contractor to ensure no damage is done to existing utility services until new services are in place and tested. A road closure will be a part of the project, but access to the existing parcels between Cox Road and Thomas Street will need to maintain access throughout the project.

2. TIME OF COMPLETION:

The City desires to expedite this Contract to minimize the inconvenience to the traveling public by ensuring the project is completed as soon as possible. The contractor shall commence work within **5 days** after the written "Notice to Proceed" and shall complete the bid work in **45 calendar days**. The contractor shall warrant labor, materials, and workmanship for a period of three years 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 two thousand and fifty dollars (\$2,050.00) per 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 work to be done includes, but is not limited to, the abandonment and replacement of the existing sanitary sewer main along West Magnolia Avenue from North Donahue Drive to Thomas Street, installation of a new 8", 10", and 12" ductile iron sanitary sewer main, abandonment and replacement of existing storm drain pipe along West Magnolia Avenue, replacement of disturbed decorative pedestrian crosswalks, adding stairs with handrails, new concrete sidewalk and curb ramp, and associated work to provide paving replacement overlay with West Magnolia Avenue road bed. The work also includes installation of curb and gutter replacement along the storm drainage pipe replacement and storm sewer infrastructure. Prior to work beginning, the project will be walked with the contractor's representatives, project inspector, and project manager. The work generally includes an evaluation of the site, review of the construction drawings and specifications, acquisition of permits, supervising and coordinating work, procurement and storage of all materials, procurement of skilled and unskilled labor, removal/repair/replacement of privately owned property, locating utilities, removal from site of all debris and unused soil, grading of ground slope, replacement or providing topsoil at graded areas, sodding all disturbed areas, removal and relocation of structures, placement of construction/detour signs, channelizing drums, communicating with property owners, minimizing street traffic interference, providing safety precautions, erosion control, and maintaining records on all of the above. The failure to herein describe a specific type of work does not preclude the contractor from the responsibility of performing all the work required to complete the work and achieve the end result. The work shall also be done in a manner to maintain suitable access to the residents and businesses along this section of West Magnolia Avenue. This may involve staged construction. West Magnolia Avenue may be shut down, but at least one lane of traffic shall be kept open at all times the adjacent residents and businesses between Cox Road and Thomas Street. Prior to road closure and pedestrian crossing, appropriate sidewalk closed signs shall be installed. The contractor is required to provide temporary pedestrian access during the project unless conditions warrant otherwise.

Base Bid:

The work to be done under the Base Bid of this project shall consist of demolition, excavating, hauling, backfilling, compacting, installation of new 8", 10", and 12" sanitary sewer mains, new sanitary sewer manholes, sanitary sewer service laterals, storm drain pipe replacement, new storm drainage structures, curb and gutter, sewer cleanouts, sidewalk, stairs and handrail, sidewalk, pavement patching, milling and overlay, striping, and all items shown within the construction documents that are a part of the Base Bid.

Materials:

All material and construction work shall be in accordance with the City of Auburn or Alabama Department of Transportation standard details and specifications, as noted. Submittals for all materials must be received and approved prior to any work beginning.

If borrow material is required for this project, the source and material properties of the material should be submitted to the project manager prior to use to ensure compliance with these specifications. No borrow material will be permitted that has not been properly identified, tested and approved by the City of Auburn.

All roadway materials – crushed aggregate base, asphalt courses, concrete pavement, sanitary sewer, storm sewer, and temporary and permanent traffic control markings, must comply with the latest edition of the *Alabama Department of Transportation Standard Specifications for Highway Construction*. This includes, but is not limited to, source, gradation, placement and testing.

Traffic Control:

All traffic control measures shall be the responsibility of the contractor, and be paid for under Traffic Control as appropriate. This shall include all material, labor, and equipment needed to install and maintain required traffic control devices and utilizing flagmen as needed. All traffic control devices must conform to the *Manual on Uniform Traffic Control Devices* latest edition. All required traffic control measures must be installed and approved by the City of Auburn prior to any construction activities. All traffic control measures must have reflectivity as outlined in the *ALDOT Standard Specifications for Highway Construction*. The City of Auburn reserves the right to reject any items with incorrect reflectivity and placement and deny payment of the same.

If the contractor fails to install and maintain proper traffic control measures, the City of Auburn reserves the right to immediately stop work, at no cost to the City, until such measures are installed properly.

No work will be allowed after daylight hours. All property owners with driveways that fell within the work zone shall be notified by the Contractor of the operating procedures of the traffic control plan prior to work beginning. Ingress and egress must be maintained at all times for each property falling within the construction zone. In the event the contractor should require no access for a limited amount of time, immediate notice should be given to the Project Manager and the property owners.

It will be the Contractor's responsibility to relocate street markers, signage, mailboxes, sprinkler heads, headwalls, and driveways out of the construction area as noted in the plans or as directed by the Project Manager. The intent is for all parallel pedestrian access route to remain open during the duration of the project by the mid-block crossings can be temporarily closed until work in that area is finalized.

Erosion Control:

All Erosion and Sediment Control must comply with City's Erosion and Sediment Control Requirements as defined in "Article III" of the *Code of the City of Auburn*. Erosion and sedimentation control measure must be installed prior to construction activities and be maintained during the life of construction as shown on the plans. The Engineer, Project Manager

or Project Inspector may request additional erosion measures as deemed necessary. The contractor should take special care in maintaining the erosion and sedimentation control measures in order to comply with the ADEM permit. The Contractor is to obtain the ADEM Permit and is responsible for inspection required by the permit. If at any time a deficiency is noted the contractor must perform corrective actions immediately, no later than the end of the day.

All disturbed areas within the project limits are to be sodded. It will be the responsibility of the Contractor to ensure proper irrigation of all sodded areas. It will also be the responsibility of the contractor to ensure a stand of grass and cutting at least once during the construction period and once after the construction is complete. The Contractor, at his expense, shall repair any area that is disturbed outside the construction limits. Any disturbed area not worked for five (5) days must be stabilized.

Driveways:

The contractor must maintain ingress and egress to all residences and businesses along this segment of West Magnolia Avenue, unless otherwise coordinated with the property owner. As part of the driveway construction, the contractor shall provide and maintain any necessary traffic control to accommodate the access. The contractor may need to install crushed aggregate surfacing and temporary traffic control devices to facilitate driveway work. The contractor will need to coordinate with the Project Manager and residents 48 hours before the demolition is scheduled and provide verification that residents have been contacted.

Utility:

Any dewatering needed shall be included in the respective bid item. Utility markings should be placed on the curb face and flat gutter in accordance with the current City of Auburn standard details or as noted by Water Resource Management.

The Contractor is to coordinate work with all public utility companies, including adjustments and relocations. All utilities must be located before any construction begins by calling Alabama One Call and must be kept current through the life of the construction. If locates are not kept current and if damage occurs to an existing utility line, the contractor is advised to take care when working around existing utility lines. The locations identified on the drawings are approximate locations only and cannot be constituted as representing exact locations and/or all existing lines. The contractor is responsible for installing the new sanitary sewer, storm drainage, and abandoning the existing in place and/or removing sections as new sections are placed in service.

At the time of bidding, overhead utility conflicts are not anticipated.

Miscellaneous:

No stockpiling of excavated or borrow material will be allowed within the construction limits, unless approved by the City of Auburn or the respective property owner. The Contractor should minimize excavation and disturbance outside of the project area unless identified on the construction plans or cross sections. Areas to be restored outside of those limits shall be the sole

responsibility and cost of the contractor. All excavated material must be hauled to a location determined by the Contractor.

If, during the course of the inspections, the Project Manager determines that all work has been satisfactorily completed and that a substantial stand of grass exists on all or part of the work, he may recommend acceptance if the Contractor provides a bond covering all erosion control, grassing, landscaping, and other related items. The face amount of the bond shall equal replacement costs of these items as mutually agreed upon by the Project Manager/Engineer and Contractor. The time period to be covered by the bond will be sufficient to ensure obtaining a satisfactory stand of growth; however, it shall not exceed 24 months. It shall be understood by all that such bond is to ensure replacement of the grassing and landscaping items, should it become necessary, and will in no way relieve the Contractor from the responsibility of damages caused during the warranty period.

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 should take all necessary precautions to insure safety of the jobsite at all times in conjunction with OSHA regulations.

7. ENVIRONMENTAL:

The Contractor is cautioned that part of this work is in environmentally sensitive areas. The Contractor must promptly restore disturbed areas, keep debris out of storm drains, and use construction methods to minimize erosion. Under no circumstance shall sewage or other contaminants be allowed into the storm drainage system. The Contractor will be solely responsible for any violation of environmental laws and penalties or fines that are imposed. There will be no separate payment for establishing and maintaining erosion and sedimentation control measures.

8. GOVERNING DOCUMENTS

All work, testing, submittals, and materials shall be in accordance with the City of Auburn Standard Details, 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/PROGRESS SCHEDULE

Prior to construction, the Contractor shall submit a detailed coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or another format, or as otherwise specified in the contract. At a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on weekly basis, or as otherwise specified in the contract; however, based on the controlling item of work, a more frequent update may be requested. The updated construction schedule shall be submitted with pay applications. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract within the time of completion.

10. RECORD DOCUMENTS

The Contractor shall submit as-builts in accordance with the Engineering Design and Construction Manual for, but not limited to, sanitary sewer line, sanitary sewer manholes, sanitary sewer lateral connections, storm drainage line, storm drainage structures,, etc.