

**NOTICE TO CONTRACTORS**

**ADVERTISEMENT  
NOTICE OF BID**

**PAVING OF CITY STREETS AND  
PLANING (MILLING) EXISTING ASPHALT OF CERTAIN CITY STREETS**

**CITY OF ARAB/MARSHALL COUNTY, ALABAMA**

Sealed Bids will be received by the City of Arab at the Arab City Hall until **2:00 p.m. CST on Friday, March 6, 2026** and at that time publicly opened for **PAVING 5 TO 10 MILES OF CITY STREETS AND PLANING/MILLING OF EXISTING ASPHALT ON CERTAIN CITY STREETS WITH ADDITIONAL STREETS TO BE PAVED THROUGHOUT A FIVE (5) MONTH PERIOD AS DESIGNATED BY THE CITY OF ARAB**. The entire project period, therefore, shall be for five (5) months, beginning April 1st, 2026, and ending on August 28th, 2026. Upon specifying a list of city streets to be paved and/or milled, referred to as a Project, each Project shall be completed within forty-five (45) calendar days after Notice of Award (for the initial Project) or receipt of the Notice to Proceed (for other Projects).

Alabama State Law requires all Public Works bids to be accompanied by a Bid Bond in the amount of 5% of the total bid amount or \$10,000, whichever is less. Based on the reasonable estimate of this total project, a Bid Bond of \$10,000 must accompany each Bid. **Any bid that is not accompanied by a bid bond will not be considered.**

Specifications for this project, instructions for bidding and pertinent bid forms are on file at the office of Arab City Clerk, City of Arab, 740 North Main Street, Arab, Alabama 35016, and may be obtained in person, by written request to Arab City Clerk, 740 North Main Street, Arab, Alabama 35016, or by e-mail at [dwilliams@arabcity.org](mailto:dwilliams@arabcity.org).

The City reserves the right to waive any formalities or to reject any and/or all Bids.

R. D. Joslin, Mayor  
City of Arab, Alabama

## **INSTRUCTIONS TO BIDDERS**

### **1. Receipt and Opening of Bids**

The City of Arab (herein called the 'City') invites Bids on the form attached herein, all blanks of which must be appropriately filled in. Bids must be submitted in a sealed envelope clearly marked SEALED BID – STREET PAVING AND PLANING/MILLING OF EXISTING ASPHALT. Bids will be received by the City at the Arab City Hall until **2:00 p.m., on Friday, March 6, 2026** and then publicly opened and read aloud. The envelopes containing the Bids must be sealed, addressed to the City of Arab at 740 North Main Street, Arab, AL 35016.

The City may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and or all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Conditional Bids will not be accepted or considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof.

### **2. Preparation of Bid**

Each Bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in with ink or typewritten. All corrections or erasures shall be initialed by the person signing the Bid or his/her authorized representative. Each Bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form. All Bid Proposals must be signed by an official of the corporation/company duly authorized to sign Bids and, all Bids must be notarized.

It will be assumed that all Bids are based upon the specifications unless the Bidder stipulates to the contrary on the proposal form, in which case, the Bidder will list on a separate sheet of paper, any exceptions to the conditions of the Bid. This sheet will be labeled, EXCEPTIONS TO BID CONDITIONS, and will be attached to the Bid Proposal. This attached sheet must also be signed by the official signing the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be met.

Bids must be amended or withdrawn by the party submitting such Bid or by their authorized representative, up until the scheduled opening time. NO Bid may be amended or withdrawn thereafter regardless of the circumstances.

Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by Patent, Proprietary or Brand Name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired, and will be deemed to be followed by the words, OR EQUAL. Proof satisfactory must be provided by Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

### **3. Subcontracts**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under this Contract must be acceptable to the City, who must agree in writing to such subcontract.

### **4. Method of Bidding**

The City invites the following Bid(s). Bid shall be for two items: (1) Paving (asphalt in-place on a per ton basis) and (2) an Alternate bid for Planing/Milling (on a per square yard basis) of certain existing city streets. The City may, at its discretion, determine the lowest responsible bidder from the paving bid together with the planning/milling or solely on paving. Specifications for bidding purposes are as follows:

#### **Unit Price (Per Ton) Bid for the paving of approximately 5 to 10 miles of city streets.**

1. All streets must be tacked with CRS-2, prior to the overlay of asphalt, at a rate of not less than .025 gallons per square yard.
2. Plant mix shall be Alabama Department of Transportation accepted, **Type 424-A, Superpave Wearing Layer, ESAL Range C-D, maximum aggregate size 3/8"**.

3. Asphalt shall be put in-place at 1.5 inches thick.
4. Asphalt production plants must be state certified.
5. A certified copy from the Alabama Department of Transportation, indicating mix design, shall be submitted to the City Public Works Director prior to commencing any particular paving project.

**AND**

**Unit Price (Per Square Yard) Bid for Planing/Milling certain city streets.**

1. Bidder will submit a price for Planing (Milling) of existing pavement of city streets on a per square yard basis.
2. The work includes the transporting, stockpiling, or otherwise disposing of the removed pavement material. The removed material shall become the property of the Contractor.
3. The existing pavement shall be removed at a depth of at least 1 ½ "(one and one-half inches) in order to restore the pavement surface to a uniform longitudinal profile.
4. Any damages to existing curb and gutter resulting from Planing (Milling) shall be repaired at the contractor's expense.

The successful Bidder shall not begin any work prior to project coordination with the City Clerk and the City Public Works Director. Prior to each day's work the successful Bidder shall be responsible for contacting the Public Works Director to schedule a meeting at the project site to review previously completed work and the work to be completed that day.

Prices quoted in all Bids shall be delivered prices, exclusive of all Federal and State excise, sales and manufacturer's taxes.

It is the City's intent to purchase approximate quantities as described herein. However, the City reserves the right to purchase greater or fewer quantities of each product or service at the Bid Contract Unit Prices during the Contract Period, which is for a period of five months, beginning on April 1, 2026 and ending on August 28, 2026. Designated streets to be paved shall be referred to as a "Project," and a construction begin date for any Projects after the initial project will be mutually agreed upon by the successful Contractor and the City for each "Project."

**5. Qualifications of Bidder**

All Bidders must retain the appropriate licenses for completed such project and any foreign corporation must be properly qualified to do business in the State of Alabama. Additionally, the successful Bidder will be required to sign a contract that includes the following provision related to Immigration: "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."

The City may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

**6. Bid Security**

Alabama State Law requires all Public Works Bids are to be accompanied by a Bid Bond in the amount of 5% of the total Bid amount with a maximum bond of \$10,000.00. Due to the fact that the City expects to pave 5 to 10 miles of streets in the first Project together with the Planing/Milling of others, the reasonable total project price will require a Bid Bond of \$10,000, which must accompany each Bid. **Any Bid that is not accompanied by a Bid Bond will not be considered.**

Such Bid Bonds will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining Bid Bonds will be returned promptly after the City and the accepted Bidder have executed the Contract, or if no Award has been made within sixty (60) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

## **7. Insurance**

A Certificate of Workers Compensation and General Liability insurance coverage in an amount at least equal to or greater than the total project price is required for work or services on City of Arab property. This must be provided before the Bid is awarded.

The successful Bidder shall indemnify and save harmless, the City of Arab, against any and all claims for royalties, patent infringements or suits for information hereon which be involved in the manufacture or use of the items furnished as well as for any damages caused to persons or property due by the successful Bidder or its agents, whether from negligence, wantonness or otherwise.

## **8. Liquidated Damages for Failure to Enter into Contract**

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) days after he has received the Notice of Award and acceptance of his Bid, shall forfeit to the City, as Liquidated Damages for such failure or refusal, the Security deposited with his Bid.

## **9. Time of Completion and Liquidated Damages**

Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the Project within forty five (45) calendar days thereafter. Bidder must agree also to pay as Liquidated Damages, the sum of \$300.00 for each work day thereafter until the Project is complete. City may make exception for documented weather conditions or acts of God which would make completion within the specified period impossible.

## **10. Conditions of Work**

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

All work will be inspected by a representative of the city of Arab to ascertain compliance with the specifications. Any item or work not in compliance with the specifications will be rejected and shall be replaced by the vendor at no cost to the City of Arab.

## **11. Addenda and Interpretations**

No interpretation of the meaning of the Plans, Specifications or other Pre-Bid Documents will be made to any Bidder orally. Information obtained from an officer, agent or employee of the City, or any other person, shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Any and all such interpretations and any supplemental instructions will be in the form of Written Addenda to the Specifications which, if issued, will be mailed and/or faxed to all prospective Bidders (at the respective addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

## **12. Security for Faithful Performance**

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Performance Bond or Bonds in an amount equal to the anticipated total contract price as Security for faithful performance of this Contract and for the payment of persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Surety on such Bond or Bonds shall be a duly authorized Surety Company satisfactory to the City.

### **13. Power of Attorney**

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

### **14. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. This includes having a City of Arab business license.

### **15. Method of Award — Lowest Qualified Bidder**

If, at the time this Contract is to be awarded, the lowest Bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the City as available to finance the Contract, the Contract will be awarded. If such Bid exceeds such amount or the City determines that it is otherwise in the best interest of the City, the City may reject all Bids. The City of Arab reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, re-advise and/or take other steps to pursue the best interest of the City.

### **16. Bidder Certification**

By submitting a Bid, Bidder certifies that he has read the Information for Bidders and the Contract Documents in their entirety and that no misunderstanding exists concerning their content and meaning. Bidder further acknowledges that he has inspected the Project Site as he deemed necessary to successfully submit a Bid.

### **17. Public Notice of Completion (Title 39 Compliance).**

Upon final completion of the Work and acceptance by the Owner, the Contractor shall be responsible for preparation, publication, and filing of the Public Notice of Completion in strict accordance with **Title 39, Code of Alabama 1975, as amended**. The Notice shall be published one (1) time in a newspaper of general circulation in the county in which the Project is located and posted as required by law. The Contractor shall furnish the Owner with satisfactory proof of publication and posting. No final payment, including release of retainage, will be made until the statutory notice period has expired and all requirements of the Alabama Public Works Law have been fully satisfied.

CITY OF ARAB, ALABAMA

BID FORM  
ASPHALT (IN PLACE) AND PLANING (MILLING) OF EXISTING PAVEMENT

Please accept the below amount as our total bid PER TON for Asphalt (in place) AND PER SQUARE YARD FOR Planing (Milling) of Existing Pavement.

**THE LOWEST RESPONSIBLE BID WILL BE THE SUCCESSFUL BID, SUBJECT TO COMPLIANCE WITH ALL SPECIFICATIONS:**

ALTERNATE BID

ASPHALT (IN PLACE) BID PER TON	PLANING (MILLING) OF EXISTING CITY STREETS BID PER SQ. YD.

Company (Bidder): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

I, THE UNDERSIGNED, HEREBY AFFIRM THAT:

- I HAVE READ AND UNDERSTAND THE BID SPECIFICATIONS;
- I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION, BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING;
- A BID BOND HAS BEEN INCLUDED WITH THIS FORM;
- I FURTHER CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE ABOVE BID ON BEHALF OF THE HEREIN NAMED COMPANY;

REPRESENTATIVE (Print or Type): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NOTARY CERTIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)

