



PROPOSAL

April 6, 2026

FOR THE CONSTRUCTION OF:

ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS

COVINGTON COUNTY, ALABAMA

Proposal of
Contractor Name: _____

Of (City, State): _____

ALDOT Contractor Identification Number: _____
(To be used to document E-Verify)

Alabama General Contractors License Number: _____

For the Construction Of:
ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS BID

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

Covington County Commission
260 Hillcrest Drive
P.O. Box 188
Andalusia, Alabama 36420
Phone: 334-428-2610

BEFORE: 8:30 AM ON TUESDAY, APRIL 28, 2026

Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Covington County Commission.



NOTICE TO CONTRACTORS

Gentlemen:

Covington County is taking bids for labor, equipment, materials, and any incidentals required to complete the work of the following items required for the ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS BID work of the County. This bid is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, as amended, and the Alabama Public Works Law, Alabama Code Title 39, as amended. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-2, as amended and the Alabama Public Works Law, Alabama Code Title 39, as amended, regardless if the requirement is explicitly detailed in the bid proposal or not. This bid shall be in effect from May 1, 2026 until April 30, 2027, covering any Proceed Orders issued by Covington County during that time frame.

Sealed bids will be received by the Covington County Commission at 260 Hillcrest Drive, Andalusia, AL 36420 until 8:30 AM Central Time on TUESDAY, APRIL 28, 2026, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Covington County Commission. Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word "BID" on the outside of the bid package along with Bid Proposal for ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS BID, the bid date and the Alabama General Contractor's license Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act.

All bid items shall be placed in accordance with the bid items and specifications, current revision of the Alabama Department of Transportation Standard Specifications (non-metric edition), and any Supplemental Specifications approved by the Covington County Engineer. This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the "Department" or "Highway Department", etc. shall be understood to mean the awarding authority for this project.

Should the bidder desire to offer a substitute for any item listed in this proposal, a full description of the item(s) offered as substitutes shall be submitted to the County Engineer at least 48 hours before the time stated for opening the bids. The County Engineer will issue an addendum, if necessary, to all bidders who have obtained a bid proposal. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder. No bid proposals or additional addenda will be issued 24 hours prior to the time of the bid opening.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Covington County reserves the right to accept or reject all Bids or any portion thereof.

Please remit all inquiries to Covington County Engineer.

Covington County Engineer's Office
228 Hillcrest Dr, Andalusia, AL 36420
Phone: 334-428-2620

Hours of Operation: 6:30 a.m. to 5:00 p.m. (Central Time) Monday to Thursday
ALL INQUIRIES MUST BE RECEIVED BY 12:00 PM THURSDAY, APRIL 23, 2026



BID PROPOSAL FOR

ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS BID

To the Covington County Commission:

The undersigned shall give Covington County at least 48 hours' notice in advance of performing work at any site once a Proceed Order has been issued by Covington County. The undersigned must receive written permission to work on Saturdays, Sundays, or County recognized holidays 48 hours prior to such work commencing. Unless otherwise directed in writing by the County Engineer, the undersigned will be expected to begin work within 15 calendar days after issuance of the Proceed Order. The undersigned will be given a minimum of

Twenty-Five (25) Working Days

as defined in the current revision of the Alabama Department of Transportation Standard Specifications, per Proceed Order. Each Proceed Order shall designate the amount of working days or calendar days allowed. Should the undersigned fail to complete the project or projects specified in the Proceed Order within the working days or calendar days stipulated, liquidated damages shall be assessed as defined in section 108.10 in the current revision of the Alabama Department of Transportation Standard Specifications or as amended by Special Provision.

A certified check, drawn on an Alabama Bank, or bid bond, for \$10,000 made payable to the Covington County Commission is enclosed as evidence of good faith. Within 15 days upon notification of bid award, the undersigned shall submit a Performance Bond for (Enter 100% of Estimated Amount of Proceed Orders for Contractual Period) and a Payment Bond for (Enter 50% of Estimated Amount of Proceed Orders for Contractual Period) to Covington County along with the contract documents, certificate of public liability insurance, certificate of proof of workman's compensation insurance, and business license. The undersigned shall provide to the County his/her Alabama Department of Transportation (ALDOT) Vendor Identification Number as shown on the E-Verify Compliance Status List on the ALDOT website as proof of enrollment in E-Verify.

The undersigned shall submit the Advertisement of Project Completion to Covington County immediately following the completion and acceptance of all work required, per Proceed Order. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.

Upon completion and acceptance of all work required, the undersigned will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for final payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30-day waiting period after the notice has run before final settlement can be made)

The undersigned agrees: **Final payment will be made within 35 days after all the above requirements are met; Partial Payments, to be paid no more than monthly, for each Proceed Order shall be provided under this contract;**

By submitting this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate the 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.



INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of Covington County, Alabama (CCCC) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the CCCC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCCC for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the CCCC.

(a) Worker’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

Each Accident	\$3,000,000
Each Employee	\$3,000,000
Policy Limit	\$3,000,000

- i. U. S. Longshoremen & Harborworkers’ Act(USL&H) –
Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) –
Endorsement required if contract involves the use of a Vessel.
Or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage

Bodily Injury by accident (Each Accident)	\$3,000,000
Bodily Injury by disease (Aggregate)	\$3,000,000



(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Projects</u>
Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/completed	\$3,000,000
Operation Aggregate	
General Aggregate	\$3,000,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of arailroad.

The contractor shall name the CCCC, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 2010 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insuredform MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

- Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CCCC, the contractor and Subcontractors. Limits to be thesame as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$3,000,000 each accident. The policy shall name CCCC its officers, appointees, employees, and agents as an Additional Insured.



(d) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$3,000,000 per occurrence shall be maintained.

(e) Indemnification and Liability

Under this section the term County shall include Covington County, the Covington County Commission, the officers, appointees, department heads, agents, and employees of the Covington County Commission

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Contractor's performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of the Contractor's work performed pursuant to this contract or any breach or alleged breach of duty or responsibility of the Contractor under the scope of this contract; the Contractor shall not be responsible for indemnifying the County for claims arising from the engineering or design decisions of the County or claims that are unrelated to the scope of the Contractor's work.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCCC, its officers, appointees, employees, and agents.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CCCC PRIOR to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCCC.



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety,
(Address)

are held firmly bound unto COVINGTON COUNTY COMMISSION, a Political Subdivision of and Body Corporate in the State of Alabama as Oblige, in the full and just sum of Ten Thousand Dollars (\$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

ANNUAL IN-PLACE BITUMINOUS SURFACE TREATMENTS

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest responsible bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 2026.

Signature of Individual Bidder: (Use only where bidder is an individual)

_____, Doing business as _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)



BID ITEMS AND SPECIFICATIONS

All bid items shall be placed in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications, current non-metric edition, as well as any Special Provisions and/or Supplemental specification contained herein and approved by the Covington County Engineer.

Certified test reports are required for all furnished materials. The Engineer may, at his discretion, direct additional testing and inspection of materials to confirm conformance with the specifications. The cost of such additional testing and inspection shall be at the expense of the vendor. If such testing and inspection reveals that the materials are in non-conformance with the specifications, the cost of additional testing and inspections shall be at the expense of the vendor. The non-conforming materials shall be removed from the Covington County job site and replaced with conforming materials, at no additional cost to Covington County.

Scope of Work for bituminous surface treatment includes all labor, equipment, materials and incidentals required for the placement of Bituminous Surface Treatments in compliance with applicable sections of the specifications. The following items shall be considered incidental to the work:

- Mobilization
- Construction Water
- Traffic Control, pilot car, construction signs, cones and ballast for cones.
- Quality Control Testing
- Thorough cleaning of underlying surface.

Work will be at various locations throughout Covington County. Work order may include one or multiple locations.

Bituminous Material Price Adjustment will apply to this bid.

Machine Grading of Shoulders shall be completed prior to commencement of any paving operations.

The contract period shall be 12 months. If requested by Covington County and agreed upon by the vendor, this contract may be renewed for successive terms, up to three years. Any successive contract must have written approval of both the County and the vendor no later than 30 days prior to the expiration of the previous contract. Covington County may at any time cancel the contract by submitting a 30-day notice in writing to the contractor.

**ALL INQUIRES MUST BE MADE TO COVINGTON COUNTY ENGINEER BY
12:00 PM ON THURSDAY, APRIL 23, 2026.**



Item No.	ALDOT Item No.	Description	Unit	Estimated Annual Quantity	Unit Price	Extended Price	
1	401A-006	Bituminous Treatment "G"					
1A		Option A (0 to 10,000 SQ YD)	SQ YD	10000	\$	\$	
1B		Option B (10,000 to 19,999 SQ YD)	SQ YD	15000	\$	\$	
1C		Option C (20,000 to 29,999 SQ YD)	SQ YD	25000	\$	\$	
1D		Option D (30,000 to 39,999 SQ YD)	SQ YD	35000	\$	\$	
1E		Option E (40,000 to 49,999 SQ YD)	SQ YD	45000	\$	\$	
1F		Option F (50,000 SQ YD+)	SQ YD	50000	\$	\$	
2	401A-013	Bituminous Treatment "JG"					
2A		Option A (0 to 10,000 SQ YD)	SQ YD	10000	\$	\$	
2B		Option B (10,000 to 19,999 SQ YD)	SQ YD	15000	\$	\$	
2C		Option C (20,000 to 29,999 SQ YD)	SQ YD	25000	\$	\$	
2D		Option D (30,000 to 39,999 SQ YD)	SQ YD	35000	\$	\$	
2E		Option E (40,000 to 49,999 SQ YD)	SQ YD	45000	\$	\$	
2F		Option F (50,000 SQ YD+)	SQ YD	50000	\$	\$	
3	401B-118	Bituminous Treatment "GD"					
3A		Option A (0 to 10,000 SQ YD)	SQ YD	10000	\$	\$	
3B		Option B (10,000 to 19,999 SQ YD)	SQ YD	15000	\$	\$	
3C		Option C (20,000 to 29,999 SQ YD)	SQ YD	25000	\$	\$	
3D		Option D (30,000 to 39,999 SQ YD)	SQ YD	35000	\$	\$	
3E		Option E (40,000 to 49,999 SQ YD)	SQ YD	45000	\$	\$	
3F		Option F (50,000 SQ YD+)	SQ YD	50000	\$	\$	
4	409A-001	Triple Layer Bituminous Treatment					
4A		Option A (0 to 10,000 SQ YD)	SQ YD	10000	\$	\$	
4B		Option B (10,000 to 19,999 SQ YD)	SQ YD	15000	\$	\$	
4C		Option C (20,000 to 29,999 SQ YD)	SQ YD	25000	\$	\$	
4D		Option D (30,000 to 39,999 SQ YD)	SQ YD	35000	\$	\$	
4E		Option E (40,000 to 49,999 SQ YD)	SQ YD	45000	\$	\$	
4F		Option F (50,000 SQ YD+)	SQ YD	50000	\$	\$	
5	210D-021	Borrow Excavation (Loose Truckbed Measurement) (A4 or Better)	CU YD	500	\$	\$	
6	212A-000	Machine Grading Shoulders (Completed for each Individual Purchase Order)	STA	100	\$	\$	
7	701A-231	Solid White, Class 2, Type A Traffic Stripe	MILE	5	\$	\$	
8	701A-235	Solid Yellow, Class 2, Type A Traffic Stripe	MILE	5	\$	\$	



Item No.	ALDOT Item No.	Description	Unit	Estimated Annual Quantity	Unit Price	Extended Price
9	701A-245	Broken Yellow, Class 2, Type A Traffic Stripe	MILE	5	\$	\$
10	701C-000	Broken Temporary Traffic Stripe	MILE	10	\$	\$
11	701C-001	Solid Temporary Traffic Stripe	MILE	10	\$	\$
12	703A-002	Traffic Control Markings, Class A, Type A	SQ FT	100	\$	\$
13	703D-002	Temporary Traffic Control Markings	SQ FT	100	\$	\$
Total Bid					\$	

The undersigned hereby states that this Bid Proposal is to the best of their knowledge; their true and correct bid, except for changes initiated herein, and is submitting these bid items for review and consideration.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Name and Address of Member of Firm _____

Signature of Bidder (Corporation) _____

_____ **Business Address** _____

President

_____ **Business Address** _____

Secy. & Treas.

Attest: _____ **Incorporated in** _____ **State**

(Corporate Seal)

BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM AND FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.



Name of Corporation, Partnership, or Joint Venture:

(Name of Partnership, Joint Venture or Corporation)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)

(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)

(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)

(Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for Firm)

(Corporate Seal)

Attest:

(Secretary)

Name of State under the laws of which the
Corporation was chartered:

(State)

(Corporate Seal)

Attest:

(Secretary)

Name of State under the laws of which the
Corporation was chartered:

(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: Valid Power of Attorney Must Be Attached.



END OF PROPOSAL

Certificates of Exemption Overview

Because the Alabama Department of Revenue (ADOR) recently amended Rule 810-6-3-.77 to streamline its administrative process regarding certificates of exemption for tax-exempt projects, the county no longer must complete an application (Form ST: EXC-01) for a sales and use tax certificate of exemption (Form STC-1) for tax-exempt projects, including road and bridge projects. **Because of this rule change, the county may no longer determine whether a project will be tax-exempt.**

Act 2021-372, codified at *Ala. Code* § 40-9-14.1(i)(2), allows a certificate of exemption to be awarded for the purchase of building materials, construction materials and supplies, and other tangible personal property that becomes part of the structure that is the subject of a written contract for the construction of a highway, road, or bridge project entered into with a governmental entity such as a county, on or after January 1, 2022.

After the passage of the Act, ADOR amended Rule 810-6-3-.77 to exempt the purchase of construction materials for road and bridge projects from sales and use tax. Under Rule 810-6-3-.77, ADOR issued certificates of exemption first to the county, second to the general contractor, and third to the subcontractor. Since Rule 810-6-3-.77 was amended again recently, ADOR no longer requires an application for a sales and use tax certificate of exemption by the county for each tax-exempt project.

Contractors and subcontractors must complete the application (Form ST: EXC-01) and provide ADOR the required paperwork, including the contract with the county, to be granted a certificate of exemption for a project (Form STC-1). ADOR evaluates each application to ensure that a project meets the statutory requirements for a certificate of exemption prior to the award of any certificate. If a contractor is awarded a certificate of exemption, the county will automatically receive a certification of exemption for that project. See *Ala. Code* §40-9-14.1(b)(1). Contractors and subcontractors receiving certificates of exemption must report their monthly purchases for tax-exempt projects to ADOR. See *Ala. Code* § 40-9-14.1(d).