



SCP 59-939-23 / ST-059-888-007

ADDENDUM NO. 2

Date: May 9, 2024

RE: Widening County Road 47 from Approximately 1,100 Feet South of US-280 to US-280

REMINDER: The Bid Opening Date is Thursday, May 30, 2024 at 2:00 p.m. There is a mandatory pre-bid meeting at the Office of the County Engineer on Thursday, May 23, 2024 at 2:00 p.m.

Revisions:

1. Revised Bid Documents

- Attached to this Addendum is a complete set of revised bid documents for project SCP 59-939-23 / ST-059-888-007. These bid documents dated May 30th, 2024 shall completely replace the original documents dated May 16th, 2024. Please be sure to follow the instructions carefully when completing the bid documents. No changes were made to the original Bid Plans, only the Bid Documents. For questions, please contact Ethan Hand at ehand@shelbyal.com.

Shelby County Highway Department

Bid Package of Proposed Project:

SCP 59-939-23 / ST-059-888-007

Widening County Road 47 from Approximately 1,100 Feet South of US-280 to US-280 in the City of Chelsea



May 30, 2024

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SHELBY COUNTY
HIGHWAY DEPARTMENT
506 HIGHWAY 70
COLUMBIANA, ALABAMA 35051
(205) 669-3880
www.ShelbyAL.com

May 7, 2024

MEMORANDUM

TO: Prospective Bidders

FROM: Ethan Hand, P.E.
Chief Engineer

The following shall be made a part of this bid proposal as if it were included in the original proposal.

PRE-BID MEETING

All prospective bidders shall attend the mandatory Pre-Bid Meeting scheduled for Thursday, May 23, 2024, at 2:00 P.M. at the office of the County Engineer. All questions should be directed to Ethan Hand at ehand@shelbyal.com.

INSURANCE AND LICENSING REQUIREMENTS

The Shelby County Commission shall not execute this contract until the successful bidder has supplied in a timely manner, as outlined in the attached Contract Specifications:

- A. A Section 84 State/County privilege license and all other required license(s).
- B. Proof of Insurance containing additional coverage for the Shelby County Commission, its successors, or assigns.

IMMIGRATION COMPLIANCE REQUIREMENTS

The successful bidder shall comply with current Shelby County vendor requirements for Immigration Law Compliance. This includes but is not limited to the E-Verify MOU (Memorandum of Understanding). Required documents and further information are on the Shelby County website: www.shelbyal.com.

DISQUALIFICATION OF BIDS

Bids may be disqualified before awarding of the Contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information for other details of the bid; or,
- D. Failure to include bid bond.

METHOD OF AWARD

The award will be made to the lowest responsible bidder meeting specifications. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining who the responsible bidders are.

The Shelby County Commission reserves the right to award this Contract for each item if in the best interest of the Shelby County Commission. Upon awarding of this Contract and bid, the Shelby County Commission receives the sole right to end said Contract at its sole discretion.

INSTRUCTIONS TO BIDDERS (State-funded Projects)

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

CHECKLIST

- ☐ Submit Proposal on ORIGINAL documents (not copy) provided by owner.
(Your set is numbered serially and is not transferrable to another bidder.)
- ☐ Everything in INK or TYPED.
- ☐ Fill in Date & Time of bid opening and Name(s) & Address of Bidder(s).
- ☐ List State Contractor's License number in space provided.
- ☐ Complete information referencing all Addenda received.
- ☐ Enter Prices & Amounts on Contract Schedule.
- ☐ Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
- ☐ Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov.
22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.
- ☐ Sign the Proposal signatures page after the Contract Schedule.
- ☐ Complete the STATE FUNDED PROJECTS pages as follows:
- ☐ List Name(s) of Contractor (all if partnership or Jt. Venture).
- ☐ Sign, Date & Notarize.
- ☐ Attach proof of Alabama General Contractor's License as per instructions
- ☐ Non-resident (out-of-state) bidders: Attach letter from attorney as per Subarticle 103.02(a) of Spec. Prov. 22-LPA-001 (can be dated no earlier than 4 weeks prior to bid opening).
- ☐ Bid Bond to be signed by same person signing Proposal.
- ☐ Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
- ☐ Attach valid Power of Attorney to Bid Bond (unless check attached instead).
- ☐ Mark envelope "Proposals for Highway Work" or "Bid Proposal".
- ☐ List Project No., etc. on envelope (see 102.10 in Spec. Prov. 22-LPA-001).
- ☐ Deliver Proposal with Bid Bond or check, and other required attachments, in SEALED envelope.
- ☐ Submit Proposal prior to date & time set for opening bids.

NOTICE TO CONTRACTORS
PROJECT NO. SCP 59-939-23 / ST-059-888-007
SHELBY COUNTY, ALABAMA

SEALED BIDS WILL BE RECEIVED BY THE SHELBY COUNTY COMMISSION AT THE OFFICE OF THE COUNTY MANAGER, 200 WEST COLLEGE STREET, COLUMBIANA ALABAMA 35051 UNTIL 2:00 PM THURSDAY, MAY 30, 2024 AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

WIDENING COUNTY ROAD 47 FROM APPROXIMATELY 1,100 FEET SOUTH OF US-280 TO US-280 IN THE CITY OF CHELSEA, ALABAMA

THE BRACKET ESTIMATE ON THIS PROJECT IS FROM \$500,000 TO \$600,000. THIS BRACKET RANGE IS SHOWN ONLY TO PROVIDE GENERAL FINANCIAL INFORMATION TO CONTRACTORS AND BONDING COMPANIES CONCERNING THE PROJECT'S COMPLEXITY AND SIZE. THIS BRACKET SHOULD NOT BE USED IN PREPARING A BID, NOR WILL THIS BRACKET HAVE ANY BEARING ON THE DECISION TO AWARD THE CONTRACT. THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

GRADE, DRAIN, PAVE, WIDENING IN THE CITY OF CHELSEA, SHELBY COUNTY, ALABAMA

AN OVERVIEW OF PAY ITEMS INCLUDES:

- Clearing and Grubbing
- Unclassified & Borrow Excavation
- Removing Curb & Gutter
- Bituminous Concrete Wearing Surface, Upper Binder & Lower Binder Layers
- 18" Roadway Pipe, Various Junction Boxes & Inlets
- Combination Curb & Gutter, Type C (Modified)
- Various Erosion Control Items
- Various Traffic Striping, Markings, Legends, and Pavement Markers
- Furnishing and Installing Traffic Control Unit
- Vehicular Signal Heads, 12 Inch, 3 Section & 4 Section LED
- Various Temporary Traffic Control Items

THE ENTIRE PROJECT SHALL BE COMPLETED IN **60 WORKING DAYS**.

A MANDATORY PRE-BID MEETING WILL BE HELD AT 2:00 P.M. ON THURSDAY, MAY 23, 2024 AT THE OFFICE OF THE COUNTY ENGINEER, LOCATED AT 506 HIGHWAY 70, COLUMBIANA, ALABAMA 35051. REQUESTS FOR INFORMATION SHALL BE ACCEPTED FROM BIDDERS UNTIL TUESDAY, MAY 28, 2024 AT 2:00 P.M. BIDDERS WITH QUESTIONS MAY SUBMIT THEM VIA EMAIL, TELEPHONE, OR IN PERSON AT THE OFFICE OF THE COUNTY ENGINEER. BID DOCUMENTS (INCLUDING PLANS AND PROPOSALS) WILL BE AVAILABLE ON THE SHELBY COUNTY E-BID PORTAL.

A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) OR BID BOND FOR 5% OF THE AMOUNT BID (MAXIMUM OF \$10,000.00) AND MADE PAYABLE TO THE SHELBY COUNTY COMMISSION MUST ACCOMPANY EACH BID AS EVIDENCE OF GOOD FAITH.

IN ACCORDANCE WITH SECTION 34-8-8 CODE OF ALABAMA AS AMENDED, "ALL OWNERS, ARCHITECTS, AND ENGINEERS RECEIVING BIDS PURSUANT TO THIS CHAPTER SHALL REQUIRE THE PERSON, FIRM OR CORPORATION TO INCLUDE HIS OR HER CURRENT LICENSE NUMBER ON THE BID". IT ALSO STATES THAT "...IT WILL BE NECESSARY FOR HIM OR HER TO SHOW EVIDENCE OF LICENSE BEFORE HIS OR HER BID IS CONSIDERED".

PREQUALIFICATION IS NOT REQUIRED ON THIS PROJECT. FURTHER DETAILS AND DEFINITIONS REGARDING THIS PROVISION ARE INCLUDED IN SECTION 102 OF SPECIAL PROVISION 22-LPA-001 AND ALDOT'S STANDARD SPECIFICATIONS.

PROOF OF INSURANCE COVERAGES OF THE TYPES AND AMOUNTS AS SET FORTH IN THE PROJECT SPECIFICATIONS WILL BE REQUIRED OF THE CONTRACTOR, AND ANY AND ALL SUBCONTRACTORS, PRIOR TO BEGINNING WORK. THE CONTRACTOR WILL BE REQUIRED TO PERFORM WORK AMOUNTING TO AT LEAST 30% OF THE TOTAL CONTRACT COST WITH HIS OWN ORGANIZATION.

THIS IS A STATE-FUNDED PROJECT THROUGH ALDOT. THE PROPOSED WORK SHALL BE PERFORMED IN CONFORMITY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

THE RIGHT TO REJECT ANY OR ALL BIDS IS RESERVED.

NON-TRANSFERABLE

BID PROPOSAL
FOR THE CONSTRUCTION OF STATE-AID PROJECT
NO. SCP 59-939-23 / ST-059-888-007
WIDENING OF CR-47 FROM APPROXIMATELY 1,100 FEET SOUTH OF US-280
TO US-280 IN THE CITY OF CHELSEA, IN
SHELBY COUNTY, ALABAMA

DATE: _____

PROPOSAL OF

(Name of Bidder)

LICENSE NO. _____ OF _____
(Required to Bid) (Address)

For the widening of CR-47 starting approximately 1,100 feet South of US-280 and extending to US-280 - grade, drain, base and pave, widening, and traffic Signal in the County of Shelby, State of Alabama.

The plans are composed of drawings identified as follows:

SHELBY COUNTY PROJECT NO. SCP 59-939-23 / ST-059-888-007

The specifications are hereto attached.

TO THE SHELBY COUNTY ENGINEER:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the State of Alabama Highway Department Standard Specifications, 2022 Edition, including the special provisions hereto attached, and has also personally examined the work site. On the basis of the specifications and plans, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project within sixty (60) working days of the issuance of the Notice to Proceed.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. **The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.**

NON-TRANSFERABLE

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.

DATE ISSUED

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details and exceptions):

BID GUARANTIES RETURNED

Successful Bidder

Next 2 Lowest Bidders . . .

All others

AWARD OF CONTRACT

EXECUTION OF CONTRACT .

APPROVAL OF CONTRACT . .

WORK ORDER ISSUED

TIME CHARGES BEGIN

After contract & bonds executed and approved. May be allowed to

substitute bond for check after 30 days after bid opening.

15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.

After bids tabulated and checked.

Within **30 days** after bid opening, or later if agreed to.

Contractor must execute within **15 days** after presentation for signature.

May be extended no more than 5 days by owner.

Owner approves within **20 days** after presentation by contractor, unless contractor agrees to a longer period.

Within **15 days** after approval and execution of contract by owner. May be extended by agreement.

Within **15 days** of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing

PROJECT NOTES

1. The successful bidder, upon notification by the County, shall have ten (10) days to execute a contract pertaining to the scope of work as identified within this bid proposal package. Failure to do so shall result in forfeiture of the bidder's bond subject to stipulations as provided herein.
2. After the contract is signed and executed by both parties, the county Highway Department shall issue a "Notice to Proceed" to the successful bidder. Upon failure of the Contractor to complete the contract within **60 working days**, the Contractor shall be assessed liquidated damages per ALDOT Standard Specifications for Highway Construction Section 108.11 for Working Day Contracts. A monthly time statement will not be provided. If for any reason the contractor feels that they have been delayed by any actions on the County's part, or for something he or she feels is beyond their control, the contractor shall, within fifteen days of said delay, provide the County in writing of a request to extend time.
3. The contractor shall use any means necessary as required by his Best Management Practices plan or as specified by the engineer. Pay items for this will be added if they become necessary during construction.
4. **IT SHALL BE MANDATORY THAT ALL PROSPECTIVE BIDDERS ATTEND THE PRE-BID MEETING SCHEDULED FOR THURSDAY, MAY 23, 2024 AT 2:00 P.M. AT THE OFFICE OF THE COUNTY ENGINEER.**
5. The contractor shall provide to the County, facilities at its asphalt plants to allow for County Personnel or County's consultant to conduct materials tests. These tests shall be conducted at the discretion of the project engineer.
6. Reclaimed Asphalt Shingles (RAS) will not be considered for use on this project.
7. Shelby County reserves the right to further restrict working hours on a specific item at the sole discretion of the County Engineer.
8. Shelby County Reserves the right, in its sole discretion, to waive compliance with any non-material bid specification which it deems to be of no material consequence to the project.
9. Shelby County personnel shall be notified a minimum of 48 hours in advance of any major work done within ALDOT right-of-way along US-280.
10. There are multiple buried utilities within the project limits that have been relocated prior to this project but are still very close to the construction limits. Extreme caution shall be used when working in these areas and location markings shall be kept fresh throughout the entirety of this project.
11. There shall be no lane closures Monday through Friday between the hours of 7:00 to 9:00 AM and 2:30 to 6:00 PM without prior approval from the County Engineer.
12. There are two Construction Agreements attached. One will be between the Contractor and Shelby County, and the other between the Contractor and Barber Companies for the rights to work on the Temporary Easement as noted in the construction plans. The Contractor will be required to adhere to all requirements set forth by Barber Companies, including but not being limited to the specific insurance and indemnification requirements.

Shelby County Highway Department Project Bid Form

Project: SCP 59-939-23 / ST-059-888-007

Revised 5/7/2024

Widening County Road 47 from Approximately 1,100 Feet South of US-280 to
US-280 in the City of Chelsea

Contractor: _____

Item	Description	Unit	Est. Quantity	Unit Price	Extended
201A-002	CLEARING AND GRUBBING (MAX ALLOWABLE BID \$8000.00 PER ACRE)(APPROXIMATELY 1 ACRE)	LUMP SUM	1		
206D-000	REMOVING PIPE	LIN FT	15		
206D-003	REMOVING CURB & GUTTER	LIN FT	1240		
206E-001	REMOVING INLETS	EACH	2		
210A-000	UNCLASSIFIED EXCAVATION	CU YD	1600		
210D-001	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	CU YD	650		
214A-000	STRUCTURE EXCAVATION	CU YD	10		
214B-001	FOUNDATION BACKFILL, COMMERCIAL	CU YD	5		
230A-000	ROADBED PROCESSING	RDBD STA	11		
305B-077	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	TON	50		
405A-000	TACK COAT	GALLON	420		
408A-052	PLANING EXISTING PAVEMENT (APPROX. 1.10" - 2.0" THICK)	SQ YD	725		
424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAX. AGG. SIZE MIX, ESAL RANGE C/D	TON	210		
424B-650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAX. AGG. SIZE MIX, ESAL RANGE C/D	TON	215		
424B-654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAX. AGG. SIZE MIX, ESAL RANGE C/D	TON	50		
424B-680	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAX. AGG. SIZE MIX, ESAL RANGE C/D	TON	430		
530A-001	18" ROADWAY PIPE (CLASS 3 R.C.)	LIN FT	8		
600A-000	MOBILIZATION	LUMP SUM	1		
602A-000	RIGHT OF WAY MARKERS	EACH	5		
610D-003	FILTER BLANKET, GEOTEXTILE	SQ YD	600		
620A-000	MINOR STRUCTURE CONCRETE	CU YD	3		
621A-011	JUNCTION BOXES, TYPE 1 or 1P	EACH	1		
621C-015	INLETS, TYPE S1 OR S3 (1-WING)	EACH	1		
621C-017	INLETS, TYPE S1 OR S3 (2-WING)	EACH	1		
621E-000	MANHOLES, TYPE SPECIAL	EACH	1		
623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LIN FT	1235		
650A-000	TOPSOIL	CUYD	100		
652A-100	SEEDING	ACRE	1		
654A-000	SOLID SODDING	SQ YD	830		
656A-010	MULCHING	ACRE	1		
665A-000	TEMPORARY SEEDING	ACRE	1		
665B-001	TEMPORARY MULCHING	TON	3		
665E-000	POLYETHYLENE	SQ YD	500		
665G-000	SAND BAGS	EACH	100		
665J-002	SILT FENCE	LIN FT	900		

Item	Description	Unit	Est. Quantity	Unit Price	Extended
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	TON	100		
6650-001	SILT FENCE REMOVAL	LIN FT	900		
665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH	2		
665Q-002	WATTLE	LIN FT	100		
680A-001	GEOMETRIC CONTROLS	LUMP SUM	1		
701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LIN FT	1700		
701D-005	SOLID TRAFFIC STRIPE REMOVED	MILE	1		
701D-013	BROKEN TRAFFIC STRIPE REMOVED	MILE	1		
701E-000	SOLID TEMPORARY TRAFFIC STRIPE	LIN FT	2000		
701E-010	BROKEN TEMPORARY TRAFFIC STRIPE	LIN FT	600		
701G-146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE(5" WIDE)	LIN FT	280		
701G-154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LIN FT	280		
701G-242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LIN FT	290		
701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LIN FT	3600		
701G-256	BROKEN YELLOW, CLASS 2, TPYE A TRAFFIC STRIPE (5" WIDE)	LIN FT	450		
701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LIN FT	5680		
701H-011	DOTTED TRAFFIC STRIPE REMOVED (PLASTIC)	LIN FT	200		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQ FT	2344		
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQ FT	382		
703C-001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	SQ FT	650		
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQ FT	432		
705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	65		
705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	EACH	80		
705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	80		
705A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	40		
710A-160	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQ FT	15		
710A-170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQ FT	18		
710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GLAVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	LIN FT	56		
711A-000	ROADWAY SIGN RELOCATION	LUMP SUM	1		
730A-012	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (PARTIAL) (1 INTERSECTION)	LUMP SUM	1		
730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (SR-38 AT CR-47)	LUMP SUM	1		
730P-022	VEHICULAR SIGNAL HEAD 12 INCH, 3 SECTION TYPE LED	EACH	2		
730P-023	VEHICULAR SIGNAL HEAD 12 INCH, 4 SECTION TYPE LED	EACH	2		
730Q-020	MISCELLANEOUS EQUIPMENT, BACKPLATE FOR EXISTING VEHICULAR SIGNAL HEAD, 3 SECTION	EACH	8		
740B-000	CONSTRUCTION SIGNS	SQ FT	600		
740D-000	CHANNELIZING DRUMS	EACH	100		
740E-000	CONES (36 INCHES HIGH)	EACH	100		
740F-002	BARRICADES, TYPE III	EACH	6		
740M-001	BALLAST FOR CONE	EACH	100		

TOTAL: _____

Project No.: SCP 59-939-23 / ST-059-888-007

City/County: City of Chelsea / Shelby County, AL

Proposal No.: _____

Letting Date: _____

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 sheets for review and consideration.

Contractor's Signature
(Authorized Company Representative)

Date

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

**LOCAL PUBLIC AGENCY
STATE FUNDED PROJECTS**

NOTICE

PLEASE READ AND COMPLETE SECTIONS A THROUGH B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATE THROUGH PAGE 2 OF THIS NOTICE, PRIOR TO AWARD, WILL CAUSE THE BID TO BE CONSIDERED A NONRESPONSIVE. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: CONTRACTOR'S CERTIFICATION

The contractor further proposes to perform all "Force Account or Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the attached Contract Agreement as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, in an amount equal to the total amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty if it is a cashier's check or recover from the principal and/or the sureties if the guaranty is a bid bond the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$10,000.00. If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specification for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Time may be modified by Special Provision.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION) THE SAME MAY EXECUTE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A NOTARY PUBLIC AFTER BEING SWORN. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED, AND NOTARIZED BELOW.

Section B: COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the same is true and correct; and that I recognize that by signing this certification I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Signature of Contractor: If contractor is an **INDIVIDUAL**, signature of individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of a partner is required; if contractor is a **JOINT VENTURE**, appropriate signatures of each co-venturor is required.

Legal Name of Contractor:

(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as Applicable)

By: _____
If JOINT VENTURE (Signature of Officers or Individuals, as Applicable)

Sworn to and subscribed before me on this _____ day of _____, 20____.

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY. PROPOSAL WILL NOT BE CONSIDERED UNLESS (IN ACCORDANCE WITH SECTION 34-8-8, CODE OF ALABAMA 1975, AS AMENDED) THE CONTRACTOR SHOWS EVIDENCE OF POSSESSING A GENERAL CONTRACTORS LICENSE. EVIDENCE OF LICENSURE SHALL BE SATISFIED BY PLACING THE BIDDER'S CURRENT LICENSE NUMBER, AS ISSUED BY THE STATE LICENSING BOARD FOR GENERAL CONTRACTORS, ONTO THE PROPOSAL COVER.

NOTE: PROPOSAL WILL NOT BE ACCEPTED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

**FORM OF
BID BOND**

Revised 5/2016

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____ (Name of

_____, as **Surety**, are held and firmly
Surety)

bound unto

THE COUNTY OF *SHELBY*

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), 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 Project Number **SCP 59-939-23 / ST-059-888-007** located in the City of Chelsea, County of Shelby, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and 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 and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer
Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest: Name of State under the laws of which
The Corporation was chartered:

(Secretary) (State)

**(Corporate Seal)
Attest: Name of State under the laws of which
The Corporation was chartered:

(Secretary) (State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY
MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

State of Alabama)

County of Shelby)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (*describe by number as subject*):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as “the Act”.
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. “Business entity” shall include, but not limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness

BOND

FOR PERFORMANCE OF THE WORK

STATE OF
ALABAMA, SHELBY
COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal,
and, _____, as Surety, are held and firmly bound unto the _____
_____, ALABAMA, as Oblige, in the penal sum of _____
Dollars
(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound Principal has this day entered into a Contract with the said Oblige, for the construction of

in the City of _____, _____ County, Alabama, to-wit: known as State Aid Project
No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and
promptly perform said Contract and all the conditions and requirements thereof, then this
obligation shall be null and void and of no effect, otherwise to remain and be in full force and
effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly
and efficiently prosecute said work in accordance with the Contract, the above bound Surety
shall, at its own expense, take charge of said work and complete the Contract, pursuant to the
terms of the Contract, receiving, however, any balance of the funds in the hands of said Oblige
due under said Contract. Said Surety may, if it so elects, by written direction given to the Oblige
authorize the Oblige to advertise for bids to complete the said Contract at the expense of said
Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of
such work, less any funds in the hands of the Oblige remaining, under said Contract, to be due
to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work
and said Surety shall also fail to act promptly as hereinbefore provided, then said Oblige may
cause ten days notice of such failure to be given, either to said Principal or Surety, and at the
expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said
contract, the Oblige shall have the authority to cause said work to be done, and when the same
is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree
to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____ Title/Address	_____ Title

By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____ Title/Address	_____ Title

By: (X) _____ Contractor's Signature	(X) _____ Witness's Signature
_____ Title/Address	_____ Title

NAME OF SURETY

BY: _____

ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal,
and, _____, as Surety, are held and firmly bound unto the
_____, ALABAMA, as Obligee, in the penal sum of
_____ Dollars
(\$_____), for the payment of which well and truly to be made, we hereby bind
ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound Principal has this day entered into a Contract with the said Obligee, for the construction of
_____ in the City of _____, _____ County, Alabama, to-wit: known as State Aid Project No.
_____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make
payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the
prosecution of the work provided for in said Contract, then this obligation shall be null and void
and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail
to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or
supplies for or in the prosecution of the work provided for in such Contract, the above bound
Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for
the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits
on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to
the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent
that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on
said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness's Signature _____ Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

SPECIAL PROVISIONS
PROJECT No. SCP 59-939-23 / ST-059-888-007
SHELBY **COUNTY, ALABAMA**

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first two Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>SPECIAL PROVISION</u>	<u>NUMBER</u>
9.1) General Provisions for Projects let by LPA (with prequalification)	22-LPA-001
9.2) Acceptance of Projects let by LPA	22-LPA-002
9.3) Cross Slope on HMA Pavements (non-NHS)	22-GA-0005
9.4) Delay Begin Work Date (County Projects)	22-GA-0006
9.5) Mobilization	22-GA-0010
9.6) Roadway Signs	22-GA-0013
9.7) Moving and Covering Traffic Control Signs	22-GA-0015
9.8) Traffic Signals	22-GA-0016
9.9) Liquidated Damages	22-LD-0001

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“\$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103

AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 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 telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109 MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023

Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.**1. GENERAL.**

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars (\$100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.



SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$100,000
Act 97-225, Act 2023-497
Rev. 1/17/2024

WITNESS THIS CONTRACT, entered into as of this _____, by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR):

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT SCP 59-939-23 as specified in design and bid specifications dated May 30, 2024 which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also "Attachment A" for unit items and prices as bid by CONTRACTOR on the 30th day of May, 2024; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by

the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.
- B) Business License and all licenses required by law.
- C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.
- D) The CONTRACTOR shall comply with 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, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this contract and will continue, uninterrupted, for a period of time not to exceed **sixty (60) working days** beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.
- (e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: David D. Willingham P.E., County Engineer
ATTN: Ethan J. Hand
Shelby County Highway Department
506 Highway 70
Columbiana, Alabama 35051
(205) 669-3880
(205) 669-3882 (fax)

(2) CONTRACTOR: _____
Attn: _____
Address: _____

- (f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the County Engineer of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the County Engineer, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the County Engineer, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the County Engineer upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

Section 5. Compensation and Method of Payment

- (a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____.
- Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (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 fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. The CONTRACTOR, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the project as specified in Alabama Act 2023-497, publishing the notice for a minimum of three weeks using one or more of the methods specified in said Act. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the CONTRACTOR to the COUNTY by affidavit of the publisher or website owner and a printed copy of the notice published.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually

agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with 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, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance

with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

(l) By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

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 remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. 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 any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto.

Notwithstanding any Alabama law to the contrary, the Contractor hereby agrees to be responsible to any third parties for bodily injury, death, or property damage related to the Contractor's (1) failure to follow the plans and specifications, resulting in a dangerous condition, and/or (2) any latent defects which create a dangerous condition that is a result of the work of the Contractor, unless it is proven by preponderance of the evidence that the driver was driving under the influence of alcohol or drugs, texting, or driving at least 25 mph over the speed limit, as set out in Alabama Act # 2023-316.

The Contractor agrees to indemnify, hold harmless, and defend the County, its employees, representatives, elected officials, and insurers, from and against any and all claims, actions, damages, liability, costs, and expenses including, but not limited to attorney's fees, for any and all claims of bodily injury, death, or property damage related to the Contractor's failure or alleged failure to follow the plans and specifications of the project or for any latent defect or alleged latent defect creating a dangerous condition that is a result of the work of the Contractor.

CONTRACTOR shall procure and maintain at all times Workmen's Compensation Insurance as required by Alabama law on all its employees working on this PROJECT.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

SHELBY COUNTY

By: _____
Chad Scroggins
County Manager

ATTEST:

By: _____

ATTEST:

ATTACHMENT "A"
SCP 59-939-23
County Road 47 Widening
Shelby County, Alabama

- 1) Work must be coordinated with the COUNTY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by COUNTY. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) dated as of _____, 2024, is made by **THE BARBER COMPANIES, INC., an Alabama corporation** (“Barber”), **[COUNTY CONTRACTOR]**, a _____ **corporation** (“County Contractor”), and **SHELBY COUNTY, ALABAMA** (the “County”).

WITNESSETH

WHEREAS, Barber owns fee simple title to certain property located in the City of Chelsea, Alabama (the “City”) and more particularly described on Exhibit A attached hereto (“Barber’s Property”); and

WHEREAS, the County has engaged County Contractor to construct and install certain roadway improvements along Shelby County Highway No. 47 in the City (the “Project”); and

WHEREAS, subject to the terms and conditions of this Agreement, the County has requested and Barber has agreed to grant a temporary construction easement on, over, and across a certain strip of land within Barber’s Property and more particularly described on Exhibit B attached hereto (the “Easement Property”) for purposes necessary and incident to the Project; and

WHEREAS, this Agreement memorializes the intentions and understanding of the parties hereto and that the parties understand and agree that the Effective Date of this Temporary Construction Easement shall be the date that is ten (10) days following Barber’s receipt of written notice from the County that construction on the Project as it pertains to Barber’s Property is scheduled to commence.

NOW, THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this Agreement), the mutual covenants and agreements hereinafter set forth and for the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto grant, covenant and agree as follows:

1. Temporary Construction Easement. Barber upon the terms, conditions, and limitations hereinafter set forth, hereby agrees to grant to the County and County Contractor, for a period of one hundred twenty (120) days following the Effective Date, a non-exclusive, temporary construction easement on, over, and across the ground embraced within the boundaries of the Easement Property for the construction and installation of a roadway lane in connection with the Project (the “Easement”). The County and County Contractor acknowledge and agree that, except for areas within the Easement Property, the County and County Contractor are not permitted to and have no right to (i) enter upon or cross any portion of Barber’s Property not within the Easement Property, (ii) store any equipment on Barber’s Property not within the Easement Property, or (iii) perform any work in connection with the Project on Barber’s Property not within the Easement Property. The County and County Contractor shall use the Easement and conduct the Project in accordance with all federal, state, county, municipal, and/or local laws, ordinances, rules, regulations, policies, permits, licenses, conditions, certifications, administrative requirements, procedural requirements and safety codes of any type or kind, applicable and as they be amended over time (altogether “the Laws”). Following one hundred twenty (120) days following the Effective Date, the Easement and this Agreement will terminate, whereupon neither the County nor County Contractor will have any rights or obligations hereunder, except those which expressly survive the termination of this Agreement.

2. Prohibited Construction Activity. The County and County Contractor covenant and agree to not perform any demolition or construction or any activity that would block access to the building on Barber's Property during the hours of 7:00 a.m. to 8:00 p.m., Monday through Saturday.
3. Maintenance, Repair and Restoration of the Easement Property and Barber's Property. The County shall at all times have a duty to maintain the Easement Property in a manner that is consistent with the general standards of maintenance applied to Barber's Property, which duty shall include, without limitation, an obligation to (i) clean and maintain the Easement Property in a safe and slightly condition in accordance with all Laws and in good condition, (ii) remove all debris from the Easement Property and Barber's Property caused by the County's use of the Easement Property or the activities in connection with the Project, and (iii) prior to the expiration or termination of the Easement, restore all surface and subterranean areas damaged or disturbed by the County, County Contractor, and their employees, licensees, agents and contractors to a condition at least equal to or better than existed of such areas upon the Effective Date, including without limitation the obligation to (x) repair at the County's expense any damage which may be done to irrigation systems, landscaping, trees, fences, paving, curbs or other structures, improvements or property of any kind on the Easement Property and Barber's Property arising from the use of the Easement Property by the County, County Contractor, and their employees, licensees, agents and contractors or the activities in connection with the Project, and (y) backfill and compact any damaged or disturbed soil on the Easement Property and Barber's Property, then replace a proper amount of topsoil and new sod of type and quality equal to the original installation, all work to Barber's reasonable satisfaction. If the County fails to perform its obligations to maintain, repair and restore as aforesaid after reasonable notice from Barber of the condition requiring maintenance, repair or restoration, Barber may perform such work, and upon written demand, the County shall reimburse Barber all reasonable costs and expenses incurred by Barber in connection with such maintenance, repair and restoration. The County acknowledges and agrees that the terms of this Section 3 shall survive the termination of this Agreement.
4. Insurance. County Contractor, at all times during the term of this Agreement, and at its expense, will procure, maintain and keep in force, and will cause any of its agents, contractors and vendors in connection with the Project to procure, maintain and keep in force, comprehensive, general liability insurance for claims for bodily or personal injury, death or property damage, occurring in or about the Easement Property and Barber's Property, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, including contractor's protective liability if subcontractors are to be used, which shall be primary and non-contributory for injury or damage. Such general liability insurance shall also include coverage for liability arising from or in connection with the use of the Easement and coverage for all contractual liability assumed under this Agreement. County Contractor acknowledges and agrees that it will cause its agents, subcontractors and vendors to name Barber as an additional insured under their general liability policies and shall, upon request, provide a certificate of proof of insurance naming Barber as additional insured.
5. Disclaimer and Indemnity. Barber hereby disclaims any warranty or representation that (i) the Easement Property is safe or fit for the intended uses or operations thereon by the County or County Contractor, or (ii) that the Easement Property is free of defects, latent or patent, that could affect the performance of any parties' obligations in connection with the Project, or that all of the area designated as the Easement Property described on Exhibit A is located within Barber's Property. As a condition and covenant of the Easement granted herein, the County, by acceptance thereof, agrees, to the extent allowed by Alabama law, that neither Barber, nor any of its affiliated companies or any of Barber's tenants shall in any way be liable for any injury or damage that may result from the use of the Easement Property, and, to the extent allowed by Alabama law, the County and County Contractor agree to bear all risks directly associated with

6. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To County Contractor: _____

7. Term. The term of this Agreement shall expire upon the earlier of (i) one hundred twenty (120) days following the Effective Date, or (ii) one (1) year following the parties' full execution of this Agreement irrespective of whether the Effective Date has occurred. Upon expiration, neither party shall have any further liability or obligation hereunder (except for any indemnification or other obligations that may expressly survive the expiration or earlier termination of this Agreement).

8. Miscellaneous. The provisions of this Agreement are severable, and in the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Except as otherwise provided herein, if County Contractor or its employees, agents or invitees breach any provision herein, then Barber may in its sole discretion, upon two (2) business days prior written notice to County Contractor, proceed to cure the breach or institute proceedings against County Contractor, which may include injunctive relief and/or damages. In the event that Barber shall institute any proceedings against County Contractor for a breach hereunder, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees. In the event any dispute arising between the parties is resolved without court proceedings or prior to adjudication, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in connection with such dispute. Additionally, in the event Barber must incur attorneys' fees and costs to secure the performance by any party of any terms, conditions, or covenants required of such party pursuant to this Agreement, Barber shall be entitled to recover from such non-performing party the reasonable attorneys' fees and costs incurred by Barber in connection therewith. The covenants expressed in this Agreement shall remain in effect and survive the expiration or termination of the Easement. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts, when taken together, shall constitute one and the same instrument. The undersigned represent that the undersigned have the actual authority to sign and execute this Agreement on behalf of the parties indicated and the undersigned acknowledge that the parties to this Agreement and its intended beneficiaries are relying upon this as a material representation. By entering into this Agreement, Barber is not granting the County (or County Contractor) any permanent right, interest, or estate in Barber's Property, and the County acknowledges and agrees that it shall not retain any ownership interest in the improvements constructed and installed pursuant to the Project and located within the boundaries of Barber's Property.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Temporary Construction Easement Agreement to be executed and attested by its duly authorized representative on the day and year first written above.

BARBER:

**THE BARBER COMPANIES, INC.,
an Alabama corporation**

By: _____

Printed Name: _____

Its: _____

STATE OF ALABAMA)
SHELBY COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that **Charles M. Miller, Jr.**, whose name as **President** of **THE BARBER COMPANIES, INC., an Alabama corporation**, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

THE COUNTY:
SHELBY COUNTY, ALABAMA

By: _____

Its: _____

STATE OF _____)
_____ COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____, of **SHELBY COUNTY, ALABAMA**, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

[COUNTY CONTRACTOR]:

By: _____

Title: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____, of [County Contractor], is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Exhibit A
Barber Property

Legal Description

Lot 5 according to the Plat of Chelsea Corners West recorded as Map Book 28, Page 102, in the Office of the Judge of Probate of Shelby County, Alabama.

Exhibit B
Easement Property

Legal Description

A section of property being situated in the Southeast quarter of the Southwest quarter of Section 27, Township 19 South, Range 1 West, more particularly described as follows:

Commence from a Capped Rebar, said Capped Rebar being on the easterly present right-of-way line of County Road 47 having the coordinates of N: 1218148.25; E: 2233471.13, said Capped Rebar being the Point of Commencement;

thence run N 15°46'40" W for a distance of 282.39 feet to a point, said point also being the Point of Beginning (said point offset 34.91' \pm LT and perpendicular to centerline of County Road 47 at approximate station 107+65.48);

thence run S 87°02'43" W for a distance of 15.38 feet (said point offset 50.00' \pm LT and perpendicular to centerline of County Road 47 at approximate station 107+62.76);

thence run N 38°55'44" E for distance of 20.15 feet (said point offset 40.00' \pm LT and perpendicular to centerline of County Road 47 at approximate station 107+78.56);

thence run along an arc 106.52 feet to the right, having a radius of 460.00 feet, the chord of which is N 16°53'18" E for a distance of 106.28 feet to a point (said point offset 40.00' \pm LT and perpendicular to centerline of County Road 47 at approximate station 108+75.81);

thence run N 23°31'19" E for distance of 134.96 feet (said point offset 40.00' \pm LT and perpendicular to centerline of County Road 47 at approximate station 110+10.77);

thence run S 65°07'39" E for distance of 5.46 feet (said point offset 34.54' \pm LT and perpendicular to centerline of County Road 47 at approximate station 110+10.64);

thence run S 23°30'02" W for distance of 99.04 feet (said point offset 34.50' \pm LT and perpendicular to centerline of County Road 47 at approximate station 109+11.60);

thence run along an arc 155.16 feet to the left, having a radius of 565.00 feet, the chord of which is S 17°53'05" W for a distance of 154.67 feet to the Point of Beginning, containing 0.034 acre, more or less.