

Shelby County Highway Department

Bid Package of Proposed Project:

SCP 59-952-24

County Road 52 Cahaba River Bridge Deck Seal in Helena, AL

(BIN 20819)



April 30, 2026

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

April 6, 2026

MEMORANDUM

TO: Prospective Bidders

FROM: Mark Endfinger, 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 a mandatory Pre-Bid meeting scheduled for Thursday, April 23, 2026 at 10:00 AM at the office of the Shelby County Engineer located at 506 Highway 70, Columbiana, AL 35051. Remote attendance via Zoom is permitted. If you would prefer to attend remotely, send an email to mendfinger@shelbyal.com prior to 8:00 AM on April 22, 2026 for instructions on how to join.

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.

Sales Tax Exemption

The purchase of construction materials used on this project pertains to the construction of highways, roads, or bridge projects. Based upon guidance from the Alabama Department of Revenue, the purchase of construction materials for this project are exempt from sales tax and the project should be bid as such. It is the responsibility of the Contractor to comply with all applicable state laws concerning sales tax. It is also the responsibility of the Contractor to prepare and file tax-exempt certifications as required by the Alabama Department of Revenue.

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

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 the owner.
- ☐ Everything should be filled out in INK or TYPED.
- ☐ Fill in Date and list company name and State Contractor's License number on page 1 of the Proposal.
- ☐ Attach proof of Alabama General Contractor's License or proof of Section 84 Alabama Business License.
- ☐ Non-resident (out-of-state) bidders: Attach Certificate of Existence as shown in sub article 102.02(a) of the standard specifications.
- ☐ Mark appropriate documents on page 3 of the Proposal if intended for use during the project.
- ☐ Sign and notarize page 4 of the Proposal.
- ☐ Enter prices & amounts on the Project Bid Form.
- ☐ Separate dollars & cents with a single decimal.
- ☐ Sign the Project Bid Form.
- ☐ Sign, date, and notarize the Collusion Affidavit.
- ☐ Bid Bond to be signed by the same person signing the Proposal.
- ☐ Bid Bond shall be executed by Surety's Agent.
- ☐ Attach valid Power of Attorney to Bid Bond.
- ☐ Performance Bond shall be executed by Surety's Agent.
- ☐ Labor, Materials, Feed-Stuffs or Supplies Bond to be executed by Surety's Agent.
- ☐ Fill in and sign Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.
- ☐ Mark envelope "Bid Proposal", along with "Shelby County", Project No., and name of the bidder.
- ☐ Deliver the Bid Package with Bid Bond, and other required attachments, in SEALED envelope.
- ☐ SEALED Bid Packages should be mailed or hand-delivered to the Office of the County Manager Room , Shelby County, 200 West College Street Columbiana, Room 123, Alabama 35051 prior to date & time set for opening bids.

NOTICE TO CONTRACTORS
PROJECT NO. SCP 59-952-24
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, Room 123, UNTIL 2:00 P.M., THURSDAY, APRIL 30, 2026 AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

COUNTY ROAD 52 CAHABA RIVER BRIDGE DECK SEAL IN HELENA, AL
(BIN 20819)

AN OVERVIEW OF PAY ITEMS INCLUDES:

Deck Seal
Traffic Control

THE ENTIRE PROJECT SHALL BE COMPLETED IN **5 WORKING DAYS**.

A MANDATORY PRE-BID MEETING WILL BE HELD AT 10:00 AM ON THURSDAY, APRIL 23, 2026 AT THE OFFICE OF THE COUNTY ENGINEER, LOCATED AT 506 HIGHWAY 70, COLUMBIANA, ALABAMA 35051. REMOTE ATTENDANCE IS PERMITTED AS NOTED IN THE BID MEMORANDUM OF THE BID PACKAGE. REQUESTS FOR INFORMATION SHALL BE ACCEPTED FROM BIDDERS UNTIL WEDNESDAY, APRIL 29, 2026 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.

PLANS AND PROPOSALS WILL BE AVAILABLE ON SHELBY COUNTY'S E-BID PORTAL BEGINNING AT 10:00 AM THURSDAY, APRIL 6, 2026.

A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) OR BID BOND FOR 5% OF THE AMOUNT BID (MAXIMUM AMOUNT - \$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 COUNTY-FUNDED PROJECT. 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.

PROPOSAL
TO PERFORM THE COUNTY ROAD 52 CAHABA RIVER
BRIDGE DECK SEAL
(BIN 20819)
HELENA, ALABAMA
PROJECT NUMBER SCP 59-952-24

DATE _____

PROPOSAL OF

LICENSE
NUMBER _____ OF _____

For Bridge Seal and Maintenance, County of Shelby, State of Alabama: County Road 52
Bridge over the Cahaba River, in Helena, Alabama.

The plans are composed of drawings identified as follows:

SHELBY COUNTY PROJECT NO. SCP 59-952-24

The specifications are hereto attached.

TO THE SHELBY COUNTY ENGINEER:

SIR: The following proposal is made on behalf of the undersigned and on others.
Evidence of authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the plans for this project, the State of Alabama Highway Department Standard Specifications, 2026 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 in 5 working days. Geometric Controls are not required.

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.

CONTRACTOR'S CERTIFICATION

The Contractor proposes to perform all "Force Account or Extra Work" that may be required on the basis provided in the Specification 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 Contract Agreement in a form to be attached 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 County, 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 guarantee the excellence of both workmanship and materials until the work is finally accepted.

The Contractor encloses a certified check or bid bond for 5 percent (5%) of the amount bid (Maximum amount - \$10,000.00). The contractor hereby agrees that in case of failure to execute a Contract and furnish performance bonds within ten (10) days after notice of award, the awarding authority shall retain from the proposal guaranty, if a certified 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. 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 certified check, will be returned as provided in the State of Alabama Highway Department Standard Specification, 2026 Edition.

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.

BEST MANAGEMENT PRACTICES PLAN

When a BMP is not required on a project, the following certification shall not apply. When a BMP is required, it will be covered by a Special Provision or Supplemental Specification and included in the proposal, and the following certification shall apply and the contractor shall mark any documents he proposes to use other than #1 and #2:

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents #1 and #2, and other documents as marked below. I certify that all appropriate pollution abatement / prevention facilities, and structural and nonstructural BMPs, as described in these documents, or

Department approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention / control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the Department if awarded the Contract.

1. Alabama Nonpoint Source Management Program Document, as amended, prepared by ADEM, Water Division - Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.
2. EPA Stormwater Pollution Prevention For Construction Activities, Office of Wastewater Enforcement and Compliance, U.S. Environmental Protection Agency, Washington, D.C. 20460, as amended.

___ Best Management Practices Plan - Magnolia Pipeline, Basin Pipeline Corporation, 2101 Sixth Avenue North, Birmingham, AL 35203.

___ Best Management Practices For Nonpoint Source Runoff Control, Mobile & Baldwin Counties, Alabama, South Alabama Regional Planning commission, January 1989.

___ Best management Practices for Controlling Sediment and Erosion from Construction Activities, Birmingham Regional Planning Commission, August 1980.

___ Best management Practices For Agricultural Nonpoint Source Control, Volume III- Sediment, North Carolina Agricultural Extension Service, Biological and Agricultural Engineering Department, North Carolina State University, August 1982.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond on the following pages; and that I recognize, 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.

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

Signature of Contractor: If a contractor is **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 **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal Name of Contractor:

(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable, as signing Bid Bond)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable, as signing Bid Bond)

The foregoing certifications are sworn to and subscribed before me on this _____ day of _____, 2026

NOTARY PUBLIC

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM IS USED AND SIGNED. FAILURE TO SUBMIT THIS SWORN STATEMENT AS PART OF THE BID PACKAGE WILL BE CONSIDERED A NON-RESPONSIVE BID.

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 **5 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, APRIL 23RD, 2026 AT 10:00 A.M. AT THE OFFICE OF THE COUNTY ENGINEER. REMOTE ATTENDANCE IS ALLOWED AS NOTED IN THE BID MEMORANDUM.**
5. Shelby County reserves the right to further restrict working hours on a specific item at the sole discretion of the County Engineer.
6. Shelby County Reserves the right, in its sole discretion, to waive compliance with any nonmaterial bid specification which it deems to be of no material consequence to the project.
7. Shelby County personnel shall be notified a minimum of 72 hours in advance of any major work done within Shelby County right-of-way along CR-52.
8. There is a possibility of existing buried utilities within the area designated for the installation of traffic control devices. It shall be the sole responsibility of the contractor to contact Alabama 811 and submit the appropriate locate tickets prior to beginning any excavation or installation activities. Any damage to utilities incurred during construction, due to negligence or failure to obtain proper utility locates, shall be the responsibility of the contractor. All costs associated with repairs, delays, or disruptions resulting from such damage shall be borne entirely by the contractor.
9. During construction, all signs/traffic control devices that are not applicable shall be covered to not confuse motorists and pedestrians.
10. The contractor must notify the Shelby County Highway Department 1 week before any work is to be performed on a Shelby County Holiday. Shelby County Holidays are as follows:

Juneteenth – 6/19/2026

4th of July – 7/4/2026

Labor Day – 9/7/2026

Veterans Day – 11/11/2026

Thanksgiving Holidays – 11/26/2026 – 11/27/2026

Christmas Holidays – 12/24/2026 – 1/1/2027

Shelby County Highway Department Project Bid Form

Project: SCP 59-952-24

Revised 3/30/2026

County Road 52 Cahaba River Bridge Deck Seal in Helena, AL

Contractor: _____

Item	Description	Unit	Est. Quantity	Unit Price	Extended
505D-000	APPLICATION OF BRIDGE DECK SEALANT	SY	1,982		
740B-000	CONSTRUCTION SIGNS	SF	96		
740E-000	CONES (36 INCHES HIGH)	EACH	40		
740K-001	TEMPORARY AREA LIGHTING	EACH	2		

TOTAL: _____

Project No.: SCP 59-952-24

City/County: Shelby

Proposal No.: _____

Letting Date: 4/30/2026

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

Contractor's Signature
(Authorized Company Representative)

Date

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

Date

COLLUSION AFFIDAVIT

STATE OF ALABAMA

COUNTY OF SHELBY

PROJECT NO. SCP 59-952-24

LETTING DATE: 04/30/2026

I certify that _____ (Name of Contracting Firm) has not, either 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 the Contract.

Signed: _____
(Name of Contracting Firm)

By: _____

Sworn to and subscribed before me this _____ day of _____, 2026.

Notary Public

(Note: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bidding form.)

Failure to execute this Affidavit shall be cause for rejection of this Bid.

COLLUSION AFFIDAVIT

STATE OF ALABAMA

COUNTY OF SHELBY

PROJECT NO. SCP 59-952-24

LETTING DATE: 04/16/2026

I certify that _____ (Name of Contracting Firm) has not, either 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 the Contract.

Signed: _____
(Name of Contracting Firm)

By: _____

Sworn to and subscribed before me this _____ day of _____, 2026.

Notary Public

(Note: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bidding form.)

Failure to execute this Affidavit shall be cause for rejection of this Bid.

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 59-952-24**, located in the 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

BOND

FOR PERFORMANCE OF THE WORK

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 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 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 Obligatee'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 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

State of _____)

County of _____)

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

Special Provisions

SCP 59-952-24

SHELBY COUNTY, ALABAMA

The following clauses are a part of these specifications and have been prepared subsequent to the foregoing. In case of conflict, the following are to take precedence:

Section 515: Sealing Surfaces of Concrete Bridge Decks

22-PS0393-SC

Section 108: Prosecution and Progress (60 days)

26-GA0002-SC

SHELBY COUNTY HIGHWAY DEPARTMENT

Project Specific Special Provision

DATE: July 1, 2025

PSSP No. 22-PS0393-SC

SUBJECT: Sealing Surfaces of Concrete Bridge Decks

Project Number SCP 59-952-24

Shelby County

Alabama Standard Specifications, 2026 Edition, shall be amended by replacing SECTION 515 with the following:

SECTION 515 SEALING SURFACES OF CONCRETE BRIDGE DECKS

515.01 Description.

This Section shall cover the work of applying an epoxy sealer on concrete bridge decks, including the work required for preparation of the bridge deck and the furnishing of all required materials.

515.02 Materials.

All materials required for the sealant shall be transported, stored, and handled in accordance with the manufacturer's recommendations. Sealer materials shall be packaged in the producer's containers and shall be clearly labeled with the container's content and volume. Properties of the sealer material shall meet the requirements given in Table 1.

TABLE 1: Properties of Sealer (75% SOLIDS HEALER/SEALER)		
Property	Requirement	Test Method
Viscosity	35 - 45 cps	ASTM D445
Tensile Strength	2,000 min. psi @ 7 days	ASTM D638
Tensile Elongation	45 % min. @ 7 days	ASTM D638
Water Absorption	0.3 % by wt. max. @ 1 day	ASTM D570
Gel Time 60 gm sample @ 73°F	15 - 20 minutes	ASTM C881
Bond Strength	2,800 psi min.	ASTM C882

Sand shall meet the requirements given in Section 802 for ALDOT Number 100 fine aggregate for bridge superstructure concrete. The sand shall be dry at the time of application on the bridge deck. The Contractor shall provide samples of sand to the Engineer upon request, for the purpose of quality assurance testing.

515.03 Construction Requirements.

(a) Submittals.

The Contractor shall submit three sets of copies of the product data and application requirements from the producer, of the proposed sealer material, to the Materials and Tests Engineer for review. The Materials and Tests Engineer shall have 5 working days to complete the review. The Contractor shall not order materials until given approval by the Engineer. For the materials shipped to the project and prior to placement the Contractor shall submit to the Engineer, third party certification and test results that the epoxy materials meet the requirements specified in Table 1

(b) Equipment.

The equipment for cleaning and sealing the surfaces of the concrete bridge decks shall be recommended by the producer of the sealant.

(c) Surface Preparation.

The concrete surface preparation shall be performed by shot or sand blasting in accordance with the recommendations of the producer of the sealer and as directed by the Engineer, to provide a

surface free from curing compound, laitance, dust, dirt, oil, grease, bituminous material, paint, and all foreign matter. Acid washing/etching will not be allowed. Oil free compressed air shall be used to blow away any remaining dust or debris after the blasting procedure and just prior to the application of the sealer material.

(d) Repair of Surface Defects.

The Contractor shall be responsible to repair any spalled areas, surface defects, voids, and cracks prior to the placement of the sealant material. The Contractor shall submit a repair procedure to the Engineer for acceptance prior to performing any repair.

(e) Application of Sealer and Sand.

1. Sealing Joints, Deck Drains and Other Openings.

All joints, deck drains and other openings in the bridge deck shall be temporarily sealed to prevent leakage of the sealer. The Contractor shall clean all surfaces that are damaged by being contaminated by the leakage of the sealer.

2. Protection of Existing Class W Traffic Striping

All Class W traffic tape will be covered with duct tape or a similar tape that is capable of protecting the traffic tape during the application of the sealant. The tape to be used shall be approved by Shelby County prior to beginning work. The contractor should minimize contact between the epoxy and the traffic tape.

3. Rate of Application of Sealant.

The sealer shall be mixed and placed per the manufacturer's instructions. The rate of application of the sealant shall be as recommended by the manufacturer and will typically be within a range of one gallon applied to a surface area from 65 to 100 square feet for a broom finish and 150 to 200 square feet for a steel trowel finish.

4. Application of Sand.

The timing, manner, and application rate of the sand shall be per the manufacturer's instructions. Once the sealer is fully cured, excess sand shall be blown off using compressed air prior to reopening the bridge to traffic.

5. Representative of the Sealant Producer.

The Contractor shall arrange for the producer of the sealer to have a representative meet with County representatives at least 24 hours prior to the application of the sealant.

515.04 Method of Measurement.

The application of the sealer will be measured by the square yard. Separate measurement will not be made for the sand.

515.05 Basis of Payment.

(a) Unit Price Coverage.

The application of the sealer will be paid for at the contract unit price. This price shall be full compensation for all miscellaneous materials, equipment, tools and labor required to prepare the bridge deck surface and class W traffic tape for the application of the sealant, applying the sealant, furnishing sealer and sand, spreading and cleaning excess sand, and for all incidentals required to complete the work of sealing the surfaces of the bridge decks.

(b) Payment will be made under Item No.:

515-D Application of Bridge Deck Sealant - per Square Yard

SHELBY COUNTY HIGHWAY DEPARTMENT

General Application Special Provision

DATE: November 17, 2025

GASP No. 26-GA0002-SC

EFFECTIVE DATE: APRIL 1, 2026

SUBJECT: Procurement Time.

Alabama Standard Specifications, 2026 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within ***0 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination of Contract Time.

Subarticle 108.08(b) shall be replaced by the following:

(b) Beginning and End of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than ***0 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.