

Shelby County Highway Department

Bid Package of Proposed Project:

SCP 59-995-26

Traffic Signal Installation at Brook Highland Parkway and Brook Highland Drive



September 30, 2026

Letting Date: October 22, 2026

LEGAL NOTICE
NOTICE TO CONTRACTORS
PROJECT NO. SCP 59-995-26

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, OCTOBER 22, 2026 AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING PROJECT:

TRAFFIC SIGNAL INSTALLATION AT BROOK HIGHLAND PARKWAY AND BROOK HIGHLAND DRIVE

THE PRINCIPAL ITEMS OF WORK ARE AS FOLLOWS:

16 Channel Signal Controller with Base Mounted Cabinet
Radar or Hybrid Radar/Video Detection System
Concrete Controller Cabined Foundation
Steel Traffic Signal Pole 37' with 40' Mast Arms
Steel Traffic Signal Pole 37' with 45' and 45' Mast Arms
8' Steel Pedestrian Pedestal
12' Luminaire Arm Extension
Concrete Signal Pole Foundation
Concrete Pedestrian Pedestal Pole Foundation
Street Name Sign, Internally-Illuminated LED Edge Lit, Mast Arm Mounted
Traffic Signal Heads W/Backplate
Wiring, Conduits, Hardware, Striping, etc.

THE ENTIRE PROJECT SHALL BE COMPLETED IN **TWO HUNDRED SEVENTY (270) CALENDAR DAYS.**

THERE WILL BE NO PRE-BID MEETING FOR THIS PROJECT. REQUESTS FOR INFORMATION SHALL BE ACCEPTED FROM BIDDERS UNTIL FRIDAY, OCTOBER 16, 2026 AT 2:00 PM. RESPONSES CAN BE PROVIDED UNTIL TUESDAY, OCTOBER 20, 2026 AT 2:00 PM. BIDDERS WITH QUESTIONS MAY SUBMIT THEM VIA EMAIL, TELEPHONE, OR IN PERSON AT THE OFFICE OF THE SHELBY COUNTY ENGINEER LOCATED AT 506 HIGHWAY 70, COLUMBIANA, AL 35051.

BID DOCUMENTS (INCLUDING PLANS AND PROPOSALS) WILL BE AVAILABLE ON THE SHELBY COUNTY E-BID PORTAL BEGINNING AT 10:00 AM WEDNESDAY, SEPTEMBER 30, 2026.

THE RIGHT TO REJECT ANY OR ALL BIDS IS RESERVED.

September 30, October 7, 14



SHELBY COUNTY

HIGHWAY DEPARTMENT

506 HIGHWAY 70

COLUMBIANA, ALABAMA 35051

(205) 669-3880

www.ShelbyAL.com

September 30, 2026

INVITATION TO BID

TO: Prospective Bidders
FROM: Scott Holladay, P.E.
Assistant County Engineer

Shelby County Commission is seeking bids from responsible bidders to install a traffic signal at the intersection of Brook Highland Parkway and Brook Highland Drive. Plans and specifications will be available on Shelby County's E-Bid portal beginning September 30, 2026 at 10:00 AM. The following shall be made a part of this bid proposal as if it were included in the original proposal. For the avoidance of doubt, this Invitation to bid and any resulting contract shall at all times be in compliance with the Public Works Law, codified under Title 39 of the Code of Alabama, and the Rebuild Alabama Act, codified in Chapter 8 of Title 23 of the Code of Alabama. Bidders shall be required to comply with the provisions of these laws regardless if the requirement is explicitly detailed in the bid proposal or not.

PROJECT NOTES AND SPECIAL PROVISIONS

Project notes and Special Provisions specific to this project are adopted as if set forth herein and are included in Attachment A.

QUESTIONS AND CLARIFICATIONS

Requests for information will be accepted from bidders until Friday, October 16, 2026 at 2:00 PM. Bidders with questions may submit them via email to Scott Holladay at sholladay@shelbyal.com or mail at 506 Highway 70, Columbiana, AL 35051. Answers to all inquiries will be published on the County's Ebid portal no later than 2:00 PM on Tuesday, October 20, 2026. Only written responses may be relied upon by bidders. Similarly, any addenda to this Invitation to Bid will be published on the County's Ebid portal.

PRE-BID MEETING

There will be no pre-bid meeting for this project.

BOND REQUIREMENTS

The following bonding requirements shall apply to this project:

- A. Bid Bond - All bids must be accompanied by a bid bond in the amount of 5% or \$10,000, whichever is lesser. Bid bonds must be either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama.

- B. Performance Bond – Prior to execution of any resulting contract, the successful bidder must furnish a performance bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama equal to 100% of the contract price.
- C. Payment Bond – Prior to execution of any resulting contract, the successful bidder must furnish a payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in an amount not less than 50% of the contract price.

INSURANCE AND LICENSING REQUIREMENTS

All bids must include a copy of the bidder's general contractor license number as required by Chapter 8 of Title 34 of the Code of Alabama. 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 sufficient to cover any harm caused by successful bidder in performance of its duties hereunder. Such insurance must include, at a minimum, general contractor liability in an amount of not less than One Million Dollars (\$1,000,000), in addition to workers compensation and automobile insurance as required by law. Such insurance shall be maintained in force at all times during the term of the Agreement. With the exception of worker's compensation, the Shelby County, the Shelby County Commission, and its officers and employees, shall be named as an additional insured. All insurance coverages must conform with state law, as applicable.

LEGAL REQUIREMENTS

Bidder shall be subject to all applicable federal, state, and local laws. At a minimum, the following laws shall apply:

- A. Immigration Law. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- B. Open Trade. Consistent with Ala. Code § 41-16-5, contractor by 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.
- C. Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.
- D. Public Works. Consistent with Ala. Code §§ 39-3-1 and 39-3-4, the bidder must contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel, provided that nothing herein shall require any material that would qualify as a sole source under Ala. Code § 39-2-2(f).

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.

SUBMISSION OF BIDS

All bids must be sealed and marked in the lower left-hand corner "BID – Traffic Signal Installation at Brook Highland Parkway and Brook Highland Drive" with opening date and time, name of contractor, and general contractor's license number. Bids that are prematurely opened for failure of bidder to properly mark the envelope will not be considered. Late bids will not be opened. All bids must be in writing, printed or in ink, and signed by an authorized representative. Electronic, faxed, or oral bids will not be accepted.

Bidder must use the Proposal Form and Bid Form (Attachments B and C, respectively) for submitting a bid. Failure to submit the bid using the format prescribed herein will be reason for disqualification of the bid. Bids will not include State Sales Tax or Federal Excise Tax. Bids must also be accompanied by the following forms certifying compliance of laws as provided above:

1. Beason Hammon Certificate (attached for convenience)
2. E-Verify MOU with DHS (may be accessed at www.everify.gov)
3. Certificate of Compliance with Act 2016-312 (attached for convenience)
4. Certificate of Compliance with Act 2023-409 (attached for convenience)
5. W-9 (may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
6. Accounting of Sales Tax (fillable form accessed at https://dcm.alabama.gov/PDF/forms/C-3A_Sales_Tax.pdf)
7. Anti-collusion Certificate (attached for convenience)

As indicated above, the attached certifications are included herein in Attachment D.

Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

DISQUALIFICATION OF BIDS

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

- A. Failure to submit bid in a sealed envelope labeled appropriately with the project information, contractor name and contractor license number;
- B. Failure to mark envelope as required;
- C. Failure to sign or notarize the bid document;
- D. Failure to include requested information for other details of the bid; or,
- E. Failure to include bid bond.

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.

METHOD OF AWARD

The award will be made to the lowest responsible and responsive bidder meeting specifications. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Consistent with Ala. Code § 39-3-5, preference will be given to Alabama resident contractors, and a nonresident bidder domiciled in the state will be given the same preference only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors.

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

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.

ATTACHMENT A

PROJECT NOTES

1. After the contract is signed and executed by both parties, the Shelby County Highway Department shall issue a "Notice to Proceed" to the successful bidder. Upon failure of the Contractor to complete the contract within **Two Hundred Seventy (270) Calendar Days**, the Contractor shall be assessed liquidated damages per Section 108.11 of ALDOT CASP No. 22-LD0001(2) for Calendar 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 provide the County in writing of a request to extend time within fifteen days of said delay.
2. There will be no weekend work allowed unless specifically set up in the project or specifically and directly approved by the County Engineer. Any work done on the weekend without this specific permission will not be paid for.
3. Shelby County reserves the right to further restrict working hours on a specific unit at the sole discretion of the County Engineer or his authorized designee.
4. If at any time the County Engineer or his designee determines that Traffic Control is inadequate to handle ongoing operations, he or she will order that work be stopped until the issue is resolved to his or her satisfaction.

SPECIAL PROVISIONS

SCP 59-995-26

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:

Delay Begin Work Date (County Projects)	22GA0006
Mobilization	22GA0010
Roadway Signs	22GA0013
Moving and Covering Traffic Control Signs	22GA0015
Contractor's Advertisement of Completion	22GA0036
Liquidated Damages	22LD0001

ATTACHMENT B
PROPOSAL FOR
TRAFFIC SIGNAL INSTALLATION AT BROOK HIGHLAND PARKWAY AND BROOK HIGHLAND DRIVE
IN SHELBY COUNTY, ALABAMA
PROJECT NUMBER SCP 59-995-26

DATE _____

PROPOSAL OF

LICENSE NUMBER _____ OF _____

For the Traffic Signal Installation at Brook Highland Parkway and Brook Highland Drive in Shelby County, State of Alabama.

The plans are composed of drawings identified as follows:

SHELBY COUNTY PROJECT NO. SCP 59-995-26

The specifications are hereto attached.

TO THE SHELBY COUNTY ENGINEER:

SIR: The following proposal is made on behalf of the undersigned and no others. Evidence of authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the Invitation to Bid and Addendums _____ (list), plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 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 Two Hundred Seventy (270) calendar days of the execution of this agreement.

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.**

Section B: CONTRACTOR'S CERTIFICATION

The Contractor proposes to perform all work in a competent and professional manner in accordance with industry standards. 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 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 further proposes to furnish a Payment Bond in an amount no less than 50 percent (50%) the total amount of the Contract. This bond shall support the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorney fees incurred by successful claimants or plaintiffs in civil actions on the bond.

The Contractor encloses a certified check or bid bond for the lesser of 5 percent (5%) or \$10,000. 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 Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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 County 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 County 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 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.

ATTACHMENT C

Shelby County Highway Department Project Bid Form

SCP 59-995-26

Traffic Signal Installation Brook Highland Parkway-Brook Highland Drive

Contractor: _____

Item	Description	Units	Est. Quantity	Unit Price	Extended
730R-041	16 CHANNEL TRAFFIC SIGNAL CONTROLLER W/BASE MOUNTED CABINET	EA	1		
730U-400	RADAR OR HYBRID RADAR/VIDEO DETECTION SYSTEM	EA	1		
730C-000	CONCRETE CONTROLLER CABINET FOUNDATION	EA	1		
730F-000	STEEL TRAFFIC SIGNAL POLE, 37', WITH 40 FT. MAST ARM	EA	1		
730F-001	STEEL TRAFFIC SIGNAL POLE, 37', WITH 45 FT. AND 45 FT. MAST ARMS	EA	1		
730Q-005	8' STEEL PEDESTRIAN PEDESTAL POLE WITH TRANSFORMER BASE	EA	2		
730N-000	12' LUMINAIRE ARM EXTENSION	EA	2		
730E-000	CONCRETE SIGNAL POLE FOUNDATION	EA	2		
730Q-005	CONCRETE PEDESTRIAN PEDESTAL POLE FOUNDATION	EA	2		
730N-000	LUMINAIRE FIXTURE, LED	EA	2		
730T-010	POWER SOURCE, COMBINATION CONTROLLER AND STREET LIGHTS	EA	1		
730P-022	TRAFFIC SIGNAL HEAD, THREE SECTION, ONE WAY, 12" RED, YELLOW, GREEN, ALL L.E.D. W/BACKPLATE	EA	7		
730P-023	TRAFFIC SIGNAL HEAD, FOUR SECTION, ONE WAY, 12", RED ARROW, YELLOW ARROW, FLASHING YELLOW ARROW, GREEN ARROW, ALL L.E.D. W/BACKPLATE	EA	1		
730C-000	ASTRO-BRAC SIGNAL HEAD MOUNTING HARDWARE	EA	8		
730P-100	PEDESTRIAN SIGNAL HEAD, WITH COUNTDOWN TIMER	EA	2		
730Q-001	APS PUSHBUTTON	EA	2		
730C-000	2C#8 W/GND FOR LUMINAIRE POWER	LF	450		
730C-000	2C#10 W/GND LUMINAIRE CABLE	LF	100		
730C-000	2C#6 W/GND FOR CONTROLLER POWER	LF	300		
730C-000	3C#14 SIGNAL CABLE (FOR STREET NAME SIGN POWER)	LF	1050		
730C-000	4C#14 SIGNAL CABLE	LF	1050		
730C-000	5C#14 SIGNAL CABLE	LF	300		
730C-000	10C#14 SIGNAL CABLE	LF	360		
730L-003	1" PVC CONDUIT	LF	300		
730L-005	2" PVC CONDUIT	LF	1050		
756A-028	6" HDPE SLEEVE	LF	210		
730K-002	JUNCTION BOX	EA	3		
730C-000	SIGN R10-12a, LEFT TURN YIELD ON FLASHING YELLOW ARROW (30"x36")	EA	1		
730C-000	SIGN R10-3, PUSH BUTTON FOR WALK SYMBOL (9"x12")	EA	2		
730C-000	STREET NAME SIGN, INTERNALLY-ILLUMINATED LED EDGE LIT, MAST ARM MOUNTED	EA	3		
730C-000	ASTRO-BRAC SIGN MOUNTING HARDWARE	EA	4		
703A-002	2' WHITE STOP LINE, THERMOPLASTIC	LF	65		
701G-249	6" WHITE CROSSWALK LINE, THERMOPLASTIC	LF	175		
710C-000	SIGN REMOVAL	EA	1		
701H-000	STRIPING REMOVAL	LF	75		

TOTAL: _____

ATTACHMENT D

COMPLIANCE FORMS

Bidder's E-Verify MOU with DHS may be accessed by logging in to your business account at www.everify.gov.

A fillable form W-9 may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>).

A fillable Accounting of Sales Tax may be accessed at https://dcm.alabama.gov/PDF/forms/C-3A_Sales_Tax.pdf.

STATE OF ALABAMA §
COUNTY OF SHELBY §

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

The undersigned, as a duly
authorized representative of _____, (the "Contractor") hereby certifies as
follows:

1. The undersigned holds the position of _____ with Contractor and is
authorized to provide the representations set out in this Certificate as the official and binding act of
Contractor 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 (hereinafter "the Act").
2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate
description of its business structure and indicated the same by initialing its choice below:

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 be 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) Contractor is a business entity or employer as those terms are defined in Section 3 of the
Act.

_____(b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of
the Act.

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

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this
_____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.
2. In compliance with said Act, the Contractor hereby 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.

Certified this _____ **day of** _____, **20**_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this
_____ **day of** _____, **20**_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH ACT 2023-409
(ECONOMIC BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ **day of** _____, **20**_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____
day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

COLLUSION AFFIDAVIT

STATE OF ALABAMA
COUNTY OF SHELBY

PROJECT NO. SCP 59-995-26

LETTING DATE: OCTOBER 22, 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.