



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, February 7, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Tapley

Pledge of Allegiance: Councilman Hardy

Roll Call:

Approval of Minutes: January 24, 2022 Regular Meeting

Approval of Agenda:

Reports from Standing Committees:

- Finance Committee: Colvin
- Public Safety Committee: Eric Brown
- Utilities Committee: Keel
- Parks and Recreation: Chris Brown
- Public Works Committee: Hardy
- Buildings and Properties: Tapley

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: None

Proclamation:

1. 2022 Trafficking Free Zone

Unfinished Business: None

New Business:

1. Ordinance 2022-07: An Ordinance to Lease Unneeded Municipal Real Property to Lake Martin Trailblazers, Inc.
2. Resolution 22-36: A Resolution to Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No. 22A01200, 2022 ALX Apron Expansion Design Project
3. Resolution 22-37: A Resolution to Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No19A01000, 2022 ALX Airfield Lighting Project
4. Resolution 22-38: A Resolution to Name Laurel Pool, Wyckoff Pool after Mr. Freddie Wyckoff
5. Request: A Request to Approve a Retail Table Wine and Retail Beer ABC License for Stricklands Whats Located at 2802 Dadeville Road

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:

2022 Trafficking Free Zone Proclamation

WHEREAS, the City of Alexander City seeks to enhance public welfare, protect public safety, and promote human flourishing for all residents and visitors by declaring that freedom from human trafficking is a fundamental human right; and

WHEREAS, **human trafficking** is a form of modern-day slavery in which victims are forced to work in various forms of exploitation, including debt bondage, forced marriage, labor and commercial sexual exploitation of adults and minors, that are induced through force, fraud, or coercion. The City of Alexander City, Alabama is committed to ensuring that our community is prepared to recognize signs of human trafficking; and

WHEREAS, the risks of human trafficking have increased during the COVID-19 pandemic. Economic turmoil, financial hardship, isolation, and the shuttering of schools and other programs have resulted in increased opportunities for human trafficking particularly online, and resulted in fewer places for victims to turn to report exploitation and fewer chances for the abuse to be recognized; and

WHEREAS, due to its isolating nature, many individuals remain unaware that trafficking is a threat to their neighborhoods, families, and children. The first step in eliminating human trafficking in our community is to educate others. We must work diligently to ensure that all front-line industries, educators and first responders are aware of this issue and how to spot it; and


WHEREAS, we will continue our efforts to make the City of Alexander City a Trafficking Free Zone by combating the human trafficking of our children and vulnerable adults and mitigating the associated public safety, economic and health risks to our community in collaboration with the Child Trafficking Solutions Project and other anti-human trafficking organizations by,

COMBATING LABOR TRAFFICKING, SERVITUDE, AND COMMERCIAL SEXUAL EXPLOITATION THROUGH COMPREHENSIVE EDUCATION OF OUR STAFF, THE IMPLEMENTATION AND ENFORCEMENT OF A ZERO-TOLERANCE POLICY AGAINST ANY ACT WHICH MAY SUPPORT HUMAN TRAFFICKING, AND SUPPORTING COLLABORATIVE COMMUNITY-BASED SOLUTIONS ACROSS A CONTINUUM THAT INCLUDES PREVENTION, RECOVERY OF VICTIMS, AND PROSECUTION OF PERPETRATORS,

and ask ALL citizens of the City of Alexander City to join us in promoting a shift away from the culture of tolerance toward human trafficking.

BE IT RESOLVED, that I, Curtis W. Baird, by virtue of the authority vested in me as Mayor of the City of Alexander City in the State of Alabama, do hereby proclaim the City of Alexander City a Trafficking Free Zone and encourage all residents to join us in raising the visibility of this crime and to become more informed about ways to prevent, to recognize and to respond to potential victims of human trafficking in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Alexander City to be affixed this the 02 day of 01, 2022.



Mayor's Signature & Seal



ORDINANCE NO. 2022-07

An Ordinance to Lease and Unneeded Municipal Real Property to Lake Martin Trailblazers, Inc

WHEREAS, the Alexander City, City Council approved Ordinance 882 on June 15, 1987, that declared a portion of property located in the Alexander City Sportplex as unneeded for public or municipal use and land lease with Camp Fire USA; and

WHEREAS, Camp Fire USA no longer legally exists and Lake Martin Trailblazers, Inc. has assumed the responsibilities of Camp Fire USA.

BE IT ORDAINED, by the City Council of the City of Alexander City, Alabama, as follows:

SECTION 1. It is hereby established and declared that the following described real property, in Exhibit A, of the City of Alexander City, Alabama, is no longer needed for public or municipal purposes, to-wit:

Description of Property: Exhibit A

SECTION 2. The City of Alexander City, Alabama, shall lease real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Alexander City, Alabama, to lease real property to Lake Martin Trailblazers, Inc. under the terms set in the Lease Agreement, Exhibit B.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor and City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Alexander City, Alabama, a lease agreement, a copy of which is on file in the office of the City Clerk, whereby the City of Alexander City, Alabama, does convey the premises described in Section 1, hereof to Lake Martin Trailblazers, Inc. for and in consideration of the sum of ten dollars (\$10).

SECTION 4. Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

SECTION 5. This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED this 7th day of February 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-07** which was adopted by the City Council on this 7th day of February 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of February 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

Parks & Recreation
Administration



STATE OF ALABAMA *

LEASE AGREEMENT

COUNTY OF TALLAPOOSA *

WHEREAS, the **City of Alexander City, Alabama ("City")**, a municipal corporation and **Lake Martin Trailblazers, Inc. ("Trailblazers")**, a non-profit corporation, f/k/a Camp Fire USA, Alexander City) desire to enter into a Lease Agreement; and

WHEREAS, Camp Fire USA, Alexander City no longer legally exists and Trailblazers has assumed many of the programs of the former Camp Fire USA, Alexander City and desires to continue to use the "Camp Fire Hut" as defined in the prior Lease Agreement between the City and Camp Fire USA, Alexander City as approved by City Ordinance No. 882 dated June 15, 1987 by which the City Council determined that this parcel was no longer of use to the City or its citizens; and

WHEREAS, the City and Trailblazers desire to enter into a new lease;

WHEREFORE, the City and Trailblazers agree as follows:

1. The former lease between the City and Camp Fire USA, Alexander City is hereby deemed terminated and is replaced by this Lease Agreement.

2. The City does hereby lease to Trailblazers, the building, which was constructed at no cost to the City, and land upon which it is situated on being located on Sportplex Road within the Sportplex Complex located in Alexander City, Tallapoosa County, Alabama for the occupation and use by Trailblazers and its members, associates, and invitees. (For further description see Exhibit A attached hereto.)

3. The term of the lease shall be for a period of ten (10) years from the date of execution of this Lease Agreement. This lease may be renegotiated by the parties at the of expiration of this lease.

4. The rent on said premises shall be Ten & 00/100 Dollars (\$10.00) per year due and

payable on each anniversary date of this Lease Agreement and further consideration are the covenants and stipulations as stated herein.

5. Trailblazers shall have quiet possession of the premises during the term of the lease provided Trailblazers complies with all covenants and stipulations in this Lease Agreement.

6. If Trailblazers dissolves or discontinues use of the leased premises (which includes the building), the leased premises shall revert back to the City and the lease shall be deemed terminated.

7. Trailblazers shall neither sublet nor assign this lease without the express written consent of the City.

8. Trailblazers shall maintain casualty insurance on the building and all other improvements and liability insurance and shall name the City as an insured against loss, damage, or injury occurring to or on the lease premises. Trailblazers shall file a copy of said policy or policies with the City Clerk annually.

9. Trailblazers shall indemnify and hold harmless the City from any and all suits, judgments, Court costs, or attorney's fees the result of any personal injury claim or property damage claim arising from Trailblazers' use of the premises during the term of this Lease.

10. The City shall not be held liable nor responsible for any damages that may occur as a result of any defect of said building and premises.

11. a. Trailblazers shall be responsible for all structural maintenance and repairs on the building and other improvements on the leased premises, as well as everyday maintenance and cleaning of said premises.

b. Trailblazers shall be responsible for the maintenance of a ditch placed on the property for the purpose of directing water away from the property. Trailblazer shall also be responsible for maintaining the landscaping on the leased property by way of trimming, cutting, trash, etc.

12. Trailblazers shall be responsible for payment of all utilities.

13. All furniture, equipment or other property located in the building and premises is the property of Trailblazers and the City has no responsibility to insure the same.

14. Trailblazers shall comply with all laws, ordinances and regulations in the use of the leased premises.

15. a. If it is determined by the City Council that the leased property is required for further development of the Sportplex the City shall be have the right to terminate this lease but must give to Trailblazers at least one (1) year written notice of said termination and the reason for termination.

b. If the City does give notice of termination of the lease pursuant to 15a, the City agrees to pay to the Trailblazers the fair market value of the building constructed on the leased parcel but not the leased land. Fair market value shall be determined by the parties. If there is no agreement, the fair market value shall be the amount determined by a qualified independent appraiser's determination of the value of the building in the year of termination of the lease agreement.

16. This Lease Agreement is binding upon the parties hereto including their successors or assigns.

17. This Lease Agreement contains the entire agreement between the parties and there are no other agreements either oral or written affecting the terms and conditions of this lease.

18. Upon default of any of the terms, covenants or stipulations, the City may declare that the Lease Agreement is in default and shall have the right to immediate possession thereof as well as any other remedies pursuant to Alabama law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 202____.

CITY OF ALEXANDER CITY, a municipal corporation

By: _____
Curtis W. Baird, Mayor

ATTEST:

By: _____
AMANDA THOMAS, City Clerk

LAKE MARTIN TRAILBLAZERS, INC.

By: _____
STACI PEMBERTON Its President

This Lease Agreement Prepared By:
Larkin Radney
BARNES & RADNEY, P.C.
P.O. Drawer 877
Alexander City, AL 35011-0877

DUPLICATE ORIGINAL

EXHIBIT A

Starting at the paved driveway ("Arena Rd.") where it intersects with Sportplex Blvd., then six feet from the paved drive into the property on the East side; and then along the top of the slope of the hill on the East side; six feet off the south side of the building; all of the grassed area on the West side ; and then six feet off the paved drive and the parking lot on the north side back to the intersection of the paved driveway and Sportplex Blvd.

RESOLUTION NO. 22-36

A Resolution to Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No. 22A01200, 2022 ALX Apron Expansion Design Project

WHEREAS, the City of Alexander City would like to reconstruct and expand the existing apron, south of the terminal building and east of the parallel taxiway, at the T. C. Russell Field Airport; and

WHEREAS, the project will be a 2-phase construction project to allow the airport to remain open; and

WHEREAS, Garver Engineering will facilitate/oversee the project; and

WHEREAS, funding for said project is included in the FY 2022 Budget; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute a Professional Services Agreement with Garver for the 2022 ALX Apron Expansion Design Project.

ADOPTED AND APPROVED this 24th day of January, 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-36** which was adopted by the City Council on this 24th day of January, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 24th day of January, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700

www.alexandercityal.gov

COUNCIL REQUEST MEMORANDUM

Per the City's Organizational Ordinance 2021-01, Section 6, any written request to be placed on the agenda of the regular meeting must be submitted to the Mayor and City Clerk by close of business 14 days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this memo, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: Community Development Meeting Request Date: 02/07/2022

SECTION 1: Request Information

Description of Request:

Approval for Garver Engineering Professional Services Agreement for 2022 Airport Apron Design Project.

Are there any previous ordinances or resolutions that pertain to said request? If so, please list the numbers and attach a copy for reference.

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO

If yes, explain.
Need to progress to design stage.

Is this a bid? If so, Bid # N/A Bid Title: _____

Recommendation for Award: _____ Amount: _____

All bids must be accompanied with all submitted bid documents and tabulation.

Is a professional service firm assisting with the project? YES NO

If yes, what firm? Garver Engineering

SECTION 2: Funding

All resolutions and ordinances containing a budget amendment, grant request, or any type of financial request must be reviewed by the Finance Director prior to being placed on the agenda.

Are the funds included in the current fiscal year approved budget? This includes contractor labor, materials, professional services, software, implementation, etc. YES NO

If a portion of the funds are included, but more are needed please explain below.

Is there a need to include in another fiscal year budget? If so, explain.

SECTION 3: Supporting Documentation

****Attach any and all supporting documents including agreements, invoices, insurance, etc.**

Are signatures required? If so, how many and who?

Mayor

Provide the name, mailing address, contact number, email, and other information for whom and where the documents will need to be sent to after completion. If you are returning the documents, the Clerk's Office must keep a copy on file.

Return to Community Development (Caroline Brown or Al Jones)

SECTION 4: Other

Provide any notes or further information that will assist the Council and Mayor when making a decision concerning said request.

Contract amount is \$175,720.00



Superintendent's Signature



Finance Director Signature



Mayor's Signature

1/25/22
Date

1/25/22
Date

01/25/2022
Date

CLERK'S OFFICE USE ONLY

Date Received: 1/25/22

Council Meeting Date: 2/7/22

Received By: ATT

Other Notes:



**Agreement
For
Professional Services
City of Alexander City**

Project No. 22A01200

2022 ALX Apron Expansion Design Project



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Alexandria** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**" or "**Engineer**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, The Owner intends to design for the reconstruction and expansion of the existing apron, south of the terminal building and east of the parallel taxiway. (hereafter referred to as the "2022 ALX Apron Expansion Design Project" or the "**Project**"). The project will be planned as a 2-phase construction project to allow the Airport to remain as operational as possible. This project includes only the design for both phases of these construction improvements.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

"**Effective Date**" means the date last set forth in the signature lines below.

"**Damages**" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"**Hazardous Materials**" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"**Personnel**" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services**. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription.

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.



9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party.



If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
 - 10.1.3. The site of the arbitration shall be Huntsville, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
 - 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
 - 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
 - 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
 - 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
 - 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation



undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as



having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment
- Exhibit E – Certification of Engineer
- Exhibit F – Mandatory Federal Contract Provisions for Professional Services Contracts

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

CITY OF ALEXANDER CITY, AL

GARVER, LLC

By: _____
Signature

By: *P. Ryan Sisemore*
Signature

Name: _____
Printed Name

Name: P. Ryan Sisemore
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: January 21, 2022

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Thomas C. Russell Field Airport in Alexander City, AL. Improvements will consist primarily of design for the reconstruction and expansion of the existing apron, planned for a 2-phase construction project as shown below. This project includes only the design for these improvements.



The Design will be completed under this contract and with FY 2022 grant funds. The future Construction is planned to be completed with separate grant funds. Work items under this design only contract include:

- Project Administration
- Surveying Services
- Geotechnical Services
- Design Services
 - 30% Conceptual Design
 - Engineer's Design Report
 - 60% Preliminary Design
 - 90% Final Design
 - 100% Issued for Bid
- Project Closeout Services



I. Project Administration

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA / ALDOT by the Owner.

A. Project Kick-off Meeting

Garver will develop an outline and draft project scope to be presented to the Owner, ALDOT and FAA for project concurrence. This presentation will be conducted via teleconference.

B. FAA & ALDOT Grant Application Assistance

Garver will develop grant applications for submittal by Owner to FAA and ALDOT. Grant application packets include the Application for Federal Assistance - Form SF-424, Engineering Worksheet, Written Project Narrative/Justification, Sketches and Site Pictures.

C. FAA Sponsor Certification Assistance

Garver will assist the Owner with submission of the following Sponsor Certifications for Design:

- Form FAA 5100-130 - Drug-Free Workplace
- Form FAA 5100-132 - Project Plans and Specifications
- Form FAA 5100-134 - Selection of Consultants
- Form FAA 5100-135 - Potential Conflicts of Interest
- FAA Certification Regarding Lobbying

D. FAA & ALDOT Funding Reimbursements

Garver will prepare and file requests for reimbursement upon approval of the Owner. Such requests for reimbursement will include Garver invoices and reimbursable administrative expenses incurred by the Owner.

E. FAA Grant Performance Quarterly and EOY Reports

Garver will prepare Grant Performance Quarterly Reports as well as the required end of year SF-271 and SF-425 reports for the project.



F. Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a project manager. Regular internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

G. Environmental Coordination

This area has been previously developed. Garver has requested and the FAA has granted a CATEX via simple written record. Should additional environmental work be required, it shall be added by amendment.

H. Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

I. DBE Coordination

Garver will utilize the existing FY 2021-2023 DBE program and three-year Disadvantaged Business Enterprises (DBE) goal for the Owner's federal projects.

II. Surveying Services

A. Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.



Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

III. Geotechnical Services

Garver will be responsible for sub-contracting with a geotechnical firm, TERRACON, to obtain, interpret, and evaluate geotechnical data necessary for the design of this project. This task will include field exploration and laboratory testing under the guidance of a geotechnical engineer to characterize the subsurface conditions and geotechnical design and construction recommendations.

Field Exploration will include the drilling and sampling of exploratory soil borings and pavement cores within the footprint of the proposed apron expansion site. These borings will be completed to a depth of 10' or auger refusal. Within each boring, SPT tests will be conducted and Shelby tube and/or split-barrel samples will be taken. An Army Corp of Engineers (ACOE) Dual Mass Cone Penetrometer will be used to determine the CBR for the top 24 inches of subgrade.

Upon completion of the field investigations, laboratory testing shall be completed for the samples. These tests shall include visual classification, moisture content, Atterberg Limits testing, sieve analysis, and remolded CBR.

All observations and test results shall be summarized by TERRACON and compiled into a geotechnical report. This report shall include the following:

- Area and site geologic conditions
- Site and Boring Location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Soil Boring Logs
- Observed groundwater levels (if any)
- Site preparation recommendations, etc.
- CBR values interpreted from DCP testing
- CBR values determined from the remolded CBR tests

These services are further described in TERRACON proposal # PE1215222 dated 12-09-2021.

IV. Design Services

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA / ALDOT office from which approval must be obtained.



A. Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

B. Existing Conditions Review

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

C. Pavement Design

Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator and Traffic Flow Management System Counts (TFMSC). Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD to develop a recommendation for the pavement design.

D. Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – B
- Aircraft Approach Category (AAC) – II
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – Falcon 2000

E. Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.



F. Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

G. Airfield Electrical

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: taxiway edge lighting, guidance signage and electrical vault modifications.

H. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase			
	30% Conceptual	60% Preliminary	90% Final	100% Issued for Bid
Cover Sheet	X	X	X	X
Sheet Index		X	X	X
General Notes	X	X	X	X
Project Layout Plan	X	X	X	X
Survey Control Plan		X	X	X
Construction Safety Plans	X	X	X	X
Construction Safety Details	X	X	X	X
Existing Conditions Plans	X	X	X	X
Erosion Control Plans			X	X
Erosion Control Details			X	X
Demolition Plans	X	X	X	X
Demolition Details			X	X
Drainage Plans	X	X	X	X
Drainage Details			X	X
Typical Sections		X	X	X
Paving Plans	X	X	X	X
Paving Details		X	X	X
Grading Plans		X	X	X
Pavement Marking Plans		X	X	X
Pavement Marking Details			X	X
Electrical Notes			X	X
Lighting Removal Plans		X	X	X
Lighting Installation Plans		X	X	X
Lighting Details			X	X
Cross Sections			X	X



I. Specifications and Contract Documents

1. Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

2. Construction Contract Documents

Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

J. Engineer's Design Report

Garver will prepare an Engineer's Design Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Design Report are shown below:

- Project Background
- Existing Conditions
 - Site Survey
 - Geotechnical Investigation
 - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Airfield Lighting and Signage
- Pavement Markings
- Miscellaneous Design Items
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices



K. Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

L. Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

1. 30% Conceptual Design

Garver will develop 30% Conceptual Plans and submit to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will coordinate with the Owner to review the 30% Conceptual Plans and to receive Owner comments and direction.

2. 60% Preliminary Design

Garver will develop 60% preliminary design plans, and draft Engineer's Design Report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will coordinate with the Owner to review the 60% preliminary design plans, and draft Engineer's Design Report and to receive Owner comments and direction.

3. 90% Final Design

Garver will develop 90% final design plans, specifications, and Engineer's Design Report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and Engineer's Design Report and to receive Owner comments and direction.

4. 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.



V. Design Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing the final project documents required for FAA grant closeout.

Design Closeout documentation will include:

- 1 Final Project Budget
- 2 Final Statement & Distribution of Project Costs
- 3 Final SF-271
- 4 Final SF-425
- 5 Copies of Final Invoice

VI. Bidding Services

N/A – Not included in this Contract. May be added by Amendment.

VII. Construction Administration Services

N/A – Not included in this Contract. May be added by Amendment.

VIII. On-Site Resident Project Representative Services

N/A – Not included in this Contract. May be added by Amendment.

IX. Materials Testing Services

N/A – Not included in this Contract. May be added by Amendment.



X. Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 30% Conceptual Design Submittal to the Owner, FAA and ALDOT.
2. Engineer's Design Report to the Owner, FAA, and ALDOT.
 - a. One electronic copy to the Owner, FAA and ALDOT.
3. 60% Preliminary Design Plans to the Owner, FAA, and ALDOT
4. 90% Final Design Plans and Specifications to the Owner, FAA and ALDOT
5. 100% Issued for Bid Plans and Specifications to the Owner, FAA and ALDOT
6. Other electronic files as requested.

XI. Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Bidding Services.
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Retaining walls or other significant structural design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to ADEM.
8. Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
11. National Environmental Protection Act (NEPA) coordination.
12. Services after construction, such as warranty follow-up, and operations support.

XII. Owner Obligations

In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described herein.



4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
6. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
7. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

XIII. Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	\$10,475.00	LUMP SUM
Surveying Services	\$14,100.00	COST+OM
Geotechnical Services	\$15,745.00	COST+OM
Design Services	\$126,530.00	LUMP SUM
Design Project Closeout Services	\$8,870.00	LUMP SUM
TOTAL FEE	\$175,720.00	

LUMP SUM TASKS:

The lump sum amount to be paid under this Agreement is \$145,875.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

COST PLUS OPERATING MARGIN TASKS:

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 183.49% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus an operating margin of 10% and a Facilities Capital Costs of Money (FCCM) of 0.36%. Estimated cost of these Services, including the operating margin is \$29,845.00.

The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus five percent (5%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as



long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

In addition to the fees described above, for geotechnical services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for geotechnical services negotiated with TERRACON, or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately \$14,057.50. The amount billed for the subconsultant's services will be the actual fee plus a five percent (5%) administrative markup.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Apron Design Project**

Contract Fee

DIRECT SALARY COST		Project Administration Exhibit A - Task I		Surveying Services Exhibit A - Task II		Geotechnical Services Exhibit A - Task III		Design Services Exhibit A - Task IV		Project Closeout Exhibit A - Task V	
		MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
E-1	\$31.97	3	\$95.91	0	\$0.00	0	\$0.00	413	\$13,203.61	0	\$256.76
E-2	\$40.52	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
E-3	\$48.60	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
E-4	\$58.06	49	\$2,844.94	8	\$464.48	4	\$232.24	246	\$14,282.76	32	\$1,857.92
E-5	\$68.17	1	\$68.17	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$36.61	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-2	\$51.55	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-4	\$72.97	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-6	\$80.91	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
X-2	\$24.93	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$99.72
T-2	\$30.57	6	\$183.42	18	\$550.26	0	\$0.00	362	\$11,066.34	16	\$489.12
C-2	\$37.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
S-5	\$49.69	0	\$0.00	7	\$347.83	0	\$0.00	0	\$0.00	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$59.23	0	\$0.00	46	\$2,724.58	0	\$0.00	0	\$0.00	0	\$0.00
Subtotal: Salaries			\$3,192.44		\$4,087.19		\$232.24		\$38,552.71		\$2,702.52
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (183.49%)			\$5,857.81		\$7,499.51		\$426.14		\$70,740.37		\$4,958.85
Subtotal: Salaries and Overhead			\$9,050.25		\$11,586.66		\$658.38		\$109,293.08		\$7,661.37
OPERATING MARGIN		15%	\$1,357.54	10%	\$1,158.67	10%	\$65.84	15%	\$10,393.96	15%	\$1,149.21
DIRECT NON-PAYROLL COSTS											
Document Printing/Reproduction/Assembly			\$25.72		\$0.00		\$12.62		\$150.00		\$49.69
Postage/Freight/Courier			\$30.00		\$0.00		\$0.00		\$0.00		\$0.00
Office Supplies/Equipment			\$0.00		\$0.00		\$0.00		\$60.67		\$0.00
Survey Supplies			\$0.00		\$59.21		\$0.00		\$0.00		\$0.00
Mileage			\$0.00		\$488.00		\$234.00		\$468.00		\$0.00
Per Diem			\$0.00		\$812.75		\$12.75		\$25.50		\$0.00
Subtotal: Direct Non-Payroll Costs			\$55.72		\$1,339.96		\$259.57		\$704.17		\$49.69
DIRECT SUB-CONSULTANT COSTS											
Consultant / Subcontractor Fees			\$0.00		\$0.00		\$14,057.50		\$0.00		\$0.00
Consultant / Subcontractor - Admin Fee (5%)			\$0.00		\$0.00		\$702.88		\$0.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$0.00		\$14,760.38		\$0.00		\$0.00
FCM Salaries - (0.36%)			\$11.49		\$14.71		\$0.84		\$138.79		\$9.73
TOTAL			\$10,475.00		\$14,100.00		\$15,745.00		\$126,530.00		\$8,870.00

TOTAL FEE: \$175,720.00

Prepared by: 
Garver, LLC



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Apron Design Project**

Exhibit A - Task I

Project Administration

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-LAProject Kick-Off Meeting	1			4	1						2			
Exhibit A-LBFAA & ALDOT Grant Application Assistance	2			6							4			
Exhibit A-LCFAA Sponsor Certification Assistance				2										
Exhibit A-LDFAA & ALDOT Funding Reimbursements				12										
Exhibit A-LEFAA Grant Performance Quarterly and EOY Reports				4										
Exhibit A-LFQuality Control				16										
Exhibit A-LGEnvironmental Coordination				1										
Exhibit A-LHairspace Analysis				4										
Exhibit A-LIDBE Coordination														
Total Hours	3	0	0	49	1	0	0	0	0	0	6	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$25.72 Estimated

Postage/Freight/Courier \$30.00 Estimated

Office Supplies/Equipment \$0.00 N/A

Survey Supplies \$0.00 N/A

Mileage \$0.00 N/A

Per Diem \$0.00 N/A

SUB-CONSULTANTS

NA \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Apron Design Project**

Exhibit A - Task II Surveying Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-II-ADesign Surveys				8							18		7	46
Total Hours	0	0	0	8	0	0	0	0	0	0	18	0	7	46

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$0.00 N/A
 Postage/Freight/Courier \$0.00 N/A
 Office Supplies/Equipment \$0.00 N/A
 Survey Supplies \$58.21 Estimated
 Mileage \$488.00 1 Day trips for 1 person + 1 trip for 2 man survey crew. 400 miles/trip x 2 trips x \$0.585/mile
 Per Diem \$812.75 1 Day trips for 1 person. Per Diem = \$12.75/day x 1 day
 4 Overnights for 2 people = \$100/night/person x 4 nights x 2 people

SUB-CONSULTANTS
 N/A \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Apron Design Project**

Exhibit A - Task IV Design Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-IV.A Construction Safety and Phasing Plan	12			3							6			
Exhibit A-IV.B Existing Conditions Review				5							16			
Exhibit A-IV.C Pavement Design				8										
Exhibit A-IV.D Geometric Design	16										16			
Exhibit A-IV.E Modeling	40										40			
Exhibit A-IV.F Grading and Drainage	16										16			
Exhibit A-IV.G Airfield Electrical	20			20										
Exhibit A-IV.H Plan Set Development - 30%														
Cover Sheet	2										1			
Sheet Index														
General Notes	6			3							3			
Project Layout Plan	6			2							6			
Survey Control Plan														
Construction Safety Plans	6			2							6			
Construction Safety Details	4			1							4			
Existing Conditions Plans	16			2							16			
Erosion Control Plans														
Erosion Control Details														
Demolition Plans	12			4							12			
Demolition Details														
Drainage Plans	8			4							8			
Drainage Details														
Typical Sections														
Paving Plans	16			4							16			
Paving Details														
Grading Plans														
Pavement Marking Plans														
Pavement Marking Details														
Electrical Notes														
Lighting Removal Plans														
Lighting Installation Plans														
Lighting Details														
Cross Sections														
Exhibit A-IV.H Plan Set Development - 60%														
Cover Sheet	2										1			
Sheet Index	3			1							3			



General Notes	2		1							2			
Project Layout Plan	2		1							2			
Survey Control Plan	2									1			
Construction Safety Plans	1		1							1			
Construction Safety Details	1												
Existing Conditions Plans	4		2							4			
Erosion Control Plans													
Erosion Control Details													
Demolition Plans	8		1							8			
Demolition Details													
Drainage Plans	2		1							2			
Drainage Details													
Typical Sections	4		2							4			
Paving Plans	12		1							12			
Paving Details	2									2			
Grading Plans	12		2							12			
Pavement Marking Plans	6		1							6			
Pavement Marking Details													
Electrical Notes													
Lighting Removal Plans	8		6							2			
Lighting Installation Plans	16		6							2			
Lighting Details													
Cross Sections													
Exhibit A-IV.H Plan Set Development - 90%													
Cover Sheet	1									1			
Sheet Index	1									1			
General Notes	2		1							2			
Project Layout Plan	1		2							1			
Survey Control Plan													
Construction Safety Plans	1		1							1			
Construction Safety Details													
Existing Conditions Plans	2		1							2			
Erosion Control Plans	4		1							4			
Erosion Control Details	1									1			
Demolition Plans	2		1							2			
Demolition Details	2		1							2			
Drainage Plans	2		1							2			
Drainage Details	2									2			
Typical Sections	1		1							1			
Paving Plans	2		1							2			
Paving Details	1									1			
Grading Plans	4		2							4			
Pavement Marking Plans	1		1							1			
Pavement Marking Details	2									2			
Electrical Notes	2		4										
Lighting Removal Plans	4		2							2			
Lighting Installation Plans	8		8							4			
Lighting Details	8		8										



Cross Sections	30			4								30					
Exhibit A-IVJ Specifications and Contract Documents	10			40													
Exhibit A-IVJ Engineer's Design Report																	
Project Background				3													
Existing Conditions				6													
Applicable AIP Standards				4													
Construction Safety and Phasing				4													
Geometric Design	4			2								4					
Pavement Design				4													
Airfield Lighting and Signage				3													
Pavement Markings				1													
Miscellaneous Design Items	4			4								4					
Project Schedule				2													
Engineer's Opinion of Probable Cost				8													
Appendices				8													
Exhibit A-IVK Quantities and Engineer's Opinion of P	24			8								32					
Exhibit A-IVL Design Services Submission and Meeti	20			24								24					
Total Hours	413	0	0	246	0	0	0	0	0	0	0	362	0	0	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly
 Postage/Freight/Courier
 Office Supplies/Equipment
 Survey Supplies
 Mileage
 Per Diem

\$150.00 Estimated
 \$0.00 Estimated
 \$80.67 Estimated
 \$0.00 Estimated
 \$468.00 2 Day trips for 1 person. 400 miles/trip x 2 trips x \$0.585/mile
 \$26.60 2 Day trips for 1 person. Per Diem = \$12.75/day x 2 day

SUB-CONSULTANTS

N/A \$0.00





**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CITY OF ALEXANDER CITY
Project No. 22A01200

AMENDMENT NO. ____

This Amendment No. ____, effective on the date last written below, shall amend the original contract between the City of Alexander City ("Owner") and Garver, LLC ("Garver"), dated _____ (the "Agreement").

This Amendment No. ____ adds/modifies the Services for the: 2022 ALX Apron Expansion Design Project

WHEREAS, The Owner intends to design for the reconstruction and expansion of the existing apron, south of the terminal building and east of the parallel taxiway. (hereafter referred to as the "2022 ALX Apron Expansion Design Project" or the "Project").

The Agreement is hereby modified as follows:

SECTION ____ - _____

Section ____ of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF ALEXANDER CITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT E
(ENGINEER'S CERTIFICATION)**

AIRPORT IMPROVEMENT AID PROJECT: 3-01-0005-XX-XXXX
STATE: ALABAMA

CERTIFICATION OF ENGINEER

I hereby certify that I am Jennifer Hunt Harp and duly authorized representative of the firm of GARVER, LLC, whose address is 5125-A Research Drive, Huntsville, AL 35805, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By: Jennifer Hunt Harp

DATE:



**EXHIBIT F
(FAA MANDATORY CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS)**

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of



subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – N/A

7. DEBARMENT AND SUSPENSION



By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without



regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which



this contract resulted;

- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement



contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b



above.

- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to



to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY – N/A

16. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner. The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:



1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION



By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous



certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

RESOLUTION NO. 22-37

A Resolution to Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No. 19A01000, 2022 ALX Airfield Lighting Project

WHEREAS, the City of Alexander City would like to design and install new base-mounted medium intensity LED runway lights, new cable/conduit and new vault equipment, with bidding alternates for approximately 2,000-foot of medium intensity LED taxiway lighting along the north parallel taxiway, new Runway End Identifier Lights (REILS), and a lightening arrestor system, at the T. C. Russell Field Airport; and

WHEREAS, Garver Engineering will facilitate/oversee the project; and

WHEREAS, funding for said project is included in the FY 2022 Budget; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute a Professional Services Agreement with Garver for the 2022 ALX Airfield Lighting Project.

ADOPTED AND APPROVED this 7th day of February, 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-37** which was adopted by the City Council on this 7th day of February, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of February, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



**ALEXANDER
CITY**
ALABAMA

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700

www.alexandercityal.gov

COUNCIL REQUEST MEMORANDUM

Per the City's Organizational Ordinance 2021-01, Section 6, any written request to be placed on the agenda of the regular meeting must be submitted to the Mayor and City Clerk by close of business 14 days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this memo, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: Community Development Meeting Request Date: 02/07/2022

SECTION 1: Request Information

Description of Request:

Approval for Garver Engineering Professional Services Agreement for 2022 Airport Airfield Lighting Project.

Are there any previous ordinances or resolutions that pertain to said request? If so, please list the numbers and attach a copy for reference.

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO

If yes, explain.

Need approval to progress to construction bidding stage.

Is this a bid? If so, Bid # N/A Bid Title: _____

Recommendation for Award: _____ Amount: _____

All bids must be accompanied with all submitted bid documents and tabulation.

Is a professional service firm assisting with the project? YES NO

If yes, what firm? Garver Engineering

SECTION 2: Funding

All resolutions and ordinances containing a budget amendment, grant request, or any type of financial request must be reviewed by the Finance Director prior to being placed on the agenda.

Are the funds included in the current fiscal year approved budget? This includes contractor labor, materials, professional services, software, implementation, etc. YES NO

If a portion of the funds are included, but more are needed please explain below.

Is there a need to include in another fiscal year budget? If so, explain.

SECTION 3: Supporting Documentation

****Attach any and all supporting documents including agreements, invoices, insurance, etc.**

Are signatures required? If so, how many and who?

Mayor

Provide the name, mailing address, contact number, email, and other information for whom and where the documents will need to be sent to after completion. If you are returning the documents, the Clerk's Office must keep a copy on file.

Return to Community Development (Caroline Brown or Al Jones)

SECTION 4: Other

Provide any notes or further information that will assist the Council and Mayor when making a decision concerning said request.

Contract amount is \$154,790.00



Superintendent's Signature



Finance Director Signature



Mayor's Signature

1/25/22
Date

1/25/22
Date

01/25/2022
Date

CLERK'S OFFICE USE ONLY

Date Received: 1/25/22

Council Meeting Date: 2/7/22

Received By: ATT

Other Notes:



**Agreement
For
Professional Services
City of Alexander City**

Project No. 19A01000

2022 ALX Airfield Lighting Project



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the City of Alexander City (hereinafter referred to as "Owner"), and Garver, LLC (hereinafter referred to as "Garver" or "Engineer"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to design and install new base-mounted medium intensity LED runway lights, including new cable/conduit and new vault equipment, with bidding alternates for approximately 2,000-foot of medium intensity LED taxiway lighting along the north parallel taxiway, new Runway End Identifier Lights (REILS), and a lightning arrestor system. (herein referred to as the "2022 ALX Airfield Lighting Project" or the "Project").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

"**Effective Date**" means the date last set forth in the signature lines below.

"**Damages**" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"**Hazardous Materials**" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"**Personnel**" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services**. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs,



reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription.

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.



9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("Dispute") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party.



If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
 - 10.1.3. The site of the arbitration shall be Huntsville, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
 - 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
 - 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
 - 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
 - 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
 - 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation



undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as



having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment
- Exhibit E – Certification of Engineer
- Exhibit F – Mandatory Federal Contract Provisions for Professional Services Contracts

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

CITY OF ALEXANDER CITY

GARVER, LLC

By: _____
Signature

By: *P. Ryan Sisemore*
Signature

Name: _____
Printed Name

Name: P. Ryan Sisemore
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: January 21, 2022

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Thomas C. Russell Field Airport in Alexander City, AL. Improvements will consist primarily of the design and installation of new base-mounted medium intensity LED runway lights, including new cable/conduit and new vault equipment, with bidding alternates for approximately 2,000-feet of medium intensity LED taxiway lighting along the north parallel taxiway, new Runway End Identifier Lights (REILS), and a lightening arrestor system.

- Project Administration
- Surveying Services
- Design Services
 - 90% Final Design
 - 100% Issued for Bid
- Bidding Services
- Construction Administration Services
- On-Site Resident Project Representative Services
- Project Closeout Services

I. Project Administration

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA / ALDOT by the Owner.

A. Project Kick-off Meeting

Garver will develop an outline and draft project scope to be presented to the Owner, ALDOT and FAA for project concurrence. This presentation will be conducted via teleconference.

B. FAA & ALDOT Grant Application Assistance

Garver will develop grant applications for submittal by Owner to FAA and ALDOT. Grant application packets include the Application for Federal Assistance - Form SF-424, Engineering Worksheet, Written Project Narrative/Justification, Sketches and Site Pictures. Garver will also assist the Owner with submission of the Sponsor Certifications.



C. *FAA Sponsor Certification Assistance*

Garver will assist the Owner with submission of the following Sponsor Certifications for Design:

- Form FAA 5100-129 - Construction Project Final Acceptance
- Form FAA 5100-130 - Drug-Free Workplace
- Form FAA 5100-131 - Equipment and Construction Contracts
- Form FAA 5100-132 - Project Plans and Specifications
- Form FAA 5100-134 - Selection of Consultants
- Form FAA 5100-135 - Potential Conflicts of Interest
- FAA Certification Regarding Lobbying

D. *FAA & ALDOT Funding Reimbursements*

Garver will prepare and file requests for reimbursement upon approval of the Owner. Such requests for reimbursement will include Garver invoices and reimbursable administrative expenses incurred by the Owner.

E. *FAA Grant Performance Quarterly and EOY Reports*

Garver will prepare Grant Performance Quarterly Reports as well as the required end of year SF-271 and SF-425 reports for the project.

F. *FAA Reimbursable Agreement*

Garver will assist with the development of a new FAA Reimbursable Agreement(s) (RA) for the flight check of the REILS and Runway Edge Lights (if required). This RA will be directly between the Owner and the FAA.

G. *Quality Control*

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a project manager. Regular internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

H. *Environmental Coordination*

This area has been previously developed and only replacement/repair of existing features are planned. Garver has requested and the FAA has granted a CATEX via simple written record. Should additional environmental work be required, it shall be added by amendment.



I. DBE Coordination – N/A

Garver will utilize the existing FY 2021-2023 DBE program and three-year Disadvantaged Business Enterprises (DBE) goal for the Owner's federal projects.

II. Surveying Services

A. Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for locating the existing airfield pavement edges, drainage features, airfield lights and signs, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

III. Design Services

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner, ALDOT and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to FAA / ALDOT office from which approval must be obtained.

A. Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.



B. Existing Conditions Review

1. Record Document Review

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

2. Site Visits

Garver's civil and/or electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

C. Airfield Electrical

1. Airfield Lighting and Signage

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway / taxiway edge lighting, guidance signage, and electrical vault modifications.

2. PAPI Design

N/A – The Existing Airfield PAPI system shall remain in-place. No changes will be planned for the PAPI system.



D. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet	X	X
General Notes	X	X
Project Layout Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Electrical Notes	X	X
Lighting Removal Plans	X	X
Lighting Installation Plans	X	X
Electrical Details	X	X

E. Specifications and Contract Documents

1. Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA. These will be provided with both the 90% and 100% Submittals.

2. Construction Contract Documents

Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval. These will be provided with both the 90% and 100% Submittals.

F. Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.



G. Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

1. 90% Final Design

Garver will develop 90% final design plans and specifications, and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans and specifications and to receive Owner comments and direction.

2. 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

IV. Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services.

A. Documents

Garver will provide the Owner with 1 electronic (PDF) version of the bidding documents. Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process deposits for Bidding Documents through the use of an on-line plan room.

B. Advertisement for Bids

Garver will draft the advertisement for bids and coordinate publication of the advertisement according to Alabama state bid law. Advertising costs will be included in this item.

C. Addenda

Following official Requests for Information (RFIs), the Engineer will compose and distribute any necessary addenda. Such addenda are intended to interpret, clarify or expand the bidding documents.



D. Consultations

Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

E. Pre-Bid Meeting

Garver will conduct one (1) pre-bid meeting and provide clarifications on the plans and specifications.

F. Bid Opening

Garver will conduct the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

G. Award of Contract

Garver will assist the Owner in the execution of all contract documents, furnishing one copy of executed documents for both the Owner and Contractor.

V. Construction Administration Services

The Construction phase of the work is estimated to last 60 calendar days, or approximately 9 weeks. During the construction phase of work, Garver will accomplish the tasks below.

A. Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

B. Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and



correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

C. Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

D. Progress Meetings

As a minimum, Garver's Project Engineer and Resident Project Representative (RPR) will attend bi-weekly progress meetings with the Owner and Contractor. It is expected that 4 meetings will be held on-site, and 1 meeting will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties.

E. Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.



F. RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

G. Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

H. Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

I. DBE Compliance

Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

J. Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

K. Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.



VI. On-Site Resident Project Representative Services

Garver will provide part-time Resident Project Representative (RPR) services for the estimated 60-calendar-day construction contract performance time, or approximately 9 weeks. The proposed fee is based on approximately 10 hours per day and 2 days per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
2. As necessary, conduct safety meetings with the Contractor.
3. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
4. Perform intermediate inspections in advance of the final inspection.
5. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
6. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
7. Administer the "Construction Management Plan" prepared by Garver.
8. Monitor the contractor's conformance to the approved construction safety and phasing plan.
9. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



VII. Materials Testing Services

N/A – No Materials Testing planned for this project.

VIII. Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. This does not include AGIS or other as-built surveys. Should additional survey be required, it shall be added by amendment.

Project Closeout documentation will include:

1. Summary of Project Activities
2. DBE Participation
3. Project Schedule
4. Project Pay Estimates & Change Orders
5. Weekly Construction Reports
6. Final Inspection Documents
7. Final Project Budget
8. Final Statement & Distribution of Project Costs
9. Final SF-271
10. Final SF-425
11. Copies of Final Invoice
12. Before and After Pictures

IX. Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 90% Final Design Plans, Specifications, and Report to the Owner and FAA.
2. 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
3. Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - a. Three hard copies to the Contractor
 - b. One electronic copy to the FAA / ALDOT
4. Approved submittals to the Contractor.
5. Record Plans and Specifications to the Owner, ALDOT and FAA.
 - a. One hard copy to the Owner.
6. Other electronic files as requested.

X. Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.



2. Deliverables beyond those listed herein.
3. Pavement Design.
4. Design of any utility relocation.
5. Design Report
6. Engineering, architectural, or other professional services beyond those listed herein.
7. Retaining walls or other significant structural design.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP if required by ADEM.
9. Construction Materials Testing.
10. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
11. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
12. National Environmental Protection Act (NEPA) coordination.
13. Services after construction, such as warranty follow-up, operations support, as-built surveys, AGIS surveys, etc.

XI. Owner Obligations

In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
6. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
7. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

XII. Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	\$9,530.00	LUMP SUM
Surveying Services	\$14,500.00	COST + OM
Design Services	\$67,110.00	LUMP SUM
Bidding Services	\$10,370.00	LUMP SUM
Construction Administration Services	\$21,228.00	COST + OM
On-Site Resident Project Rep. Services	\$26,620.00	COST + OM
Project Closeout	\$5,432.00	COST + OM
TOTAL FEE	\$154,790.00	

LUMP SUM TASKS:

The lump sum amount to be paid under this Agreement is \$87,010.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

COST PLUS OPERATING MARGIN TASKS:

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 183.49% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus an operating margin of 10% and a Facilities Capital Costs of Money (FCCM) of 0.36%. Estimated cost of these Services, including the operating margin is \$67,780.00.

The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus five percent (5%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.



Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Contract Fee

DIRECT SALARY COST		Project Administration Exhibit A - Task I		Surveying Services Exhibit A - Task II		Design Services Exhibit A - Task III		Bidding Services Exhibit A - Task IV	
		MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Classification	Rate								
E-1	\$31.91	3	\$95.91	0	\$0.00	217	\$6,937.49	4	\$127.68
E-2	\$40.92	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
E-3	\$48.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
E-4	\$58.06	42	\$2,438.52	8	\$464.48	228	\$13,237.68	31	\$1,795.86
E-5	\$68.17	1	\$68.17	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$36.61	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-2	\$51.55	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-4	\$72.97	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-6	\$60.91	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
X-2	\$24.93	0	\$0.00	0	\$0.00	0	\$0.00	2	\$49.86
T-2	\$30.97	10	\$309.70	22	\$672.54	0	\$0.00	0	\$0.00
C-2	\$37.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
S-5	\$49.69	0	\$0.00	8	\$397.52	0	\$0.00	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$59.23	0	\$0.00	44	\$2,605.12	0	\$0.00	0	\$0.00
Subtotal: Salaries			\$2,908.30		\$4,140.64		\$20,175.17		\$1,977.60
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (103.49%)			\$5,336.44		\$7,997.70		\$37,019.42		\$3,828.70
Subtotal: Salaries and Overhead			\$8,244.74		\$11,738.36		\$57,194.59		\$5,806.30
OPERATING MARGIN		15%	\$1,238.71	10%	\$1,173.84	15%	\$8,579.19	15%	\$840.94
DIRECT NON-PAYROLL COSTS									
Document Printing/Reproducer/Assembly			\$38.00		\$0.00		\$200.00		\$3,400.00
Postage/Freight/Courier			\$0.00		\$0.00		\$50.00		\$22.14
Office Supplies/Equipment			\$0.00		\$0.00		\$28.59		\$0.00
Survey Supplies			\$0.00		\$32.15		\$0.00		\$0.00
Mileage			\$0.00		\$468.00		\$936.00		\$468.00
Per Diem			\$0.00		\$1,012.75		\$51.00		\$25.50
Subtotal: Direct Non-Payroll Costs			\$38.00		\$1,572.90		\$1,283.59		\$3,915.64
DIRECT SUB-CONSULTANT COSTS									
Consultant / Subcontractor Fees			\$0.00		\$0.00		\$0.00		\$0.00
Consultant / Subcontractor - Adm Fee (5%)			\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$0.00		\$0.00		\$0.00
FCCM Salaries - (0.36%)			\$10.47		\$14.91		\$72.63		\$7.12
TOTAL			\$9,530.00		\$14,500.00		\$67,110.00		\$10,370.00

TOTAL FEE: \$154,790.00

Prepared by: *Jennifer H. Hoop*
Garver, LLC



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Contract Fee

DIRECT SALARY COST		Construction Admin Exhibit A - Task V		On-Site RPR Exhibit A - Task VI		Project Closeout Exhibit A - Task VII	
		MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Classification	Rate						
E-1	\$31.97	10	\$319.70	0	\$0.00	6	\$191.82
E-2	\$40.92	0	\$0.00	0	\$0.00	0	\$0.00
E-3	\$48.60	0	\$0.00	0	\$0.00	0	\$0.00
E-4	\$58.06	101	\$5,864.06	0	\$0.00	24	\$1,393.44
E-5	\$68.17	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$36.61	0	\$0.00	0	\$0.00	0	\$0.00
P-2	\$51.55	0	\$0.00	0	\$0.00	0	\$0.00
P-4	\$72.97	0	\$0.00	0	\$0.00	0	\$0.00
P-6	\$90.91	0	\$0.00	0	\$0.00	0	\$0.00
X-2	\$24.93	0	\$0.00	0	\$0.00	4	\$99.72
T-2	\$30.57	0	\$0.00	0	\$0.00	0	\$0.00
C-2	\$37.20	0	\$0.00	200	\$7,440.00	0	\$0.00
S-6	\$49.09	0	\$0.00	0	\$0.00	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$59.23	0	\$0.00	0	\$0.00	0	\$0.00
Subtotal Salaries			\$6,163.76		\$7,440.00		\$1,664.98
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (183.49%)			\$11,346.58		\$13,651.66		\$3,091.77
Subtotal Salaries and Overhead OPERATING MARGIN		10%	\$17,530.34	10%	\$21,091.66	10%	\$4,776.75
			\$1,753.03		\$2,109.17		\$477.67
DIRECT NON-PAYROLL COSTS							
Document Printing/Reproduction/Assembly			\$50.00		\$0.00		\$75.00
Postage/Freight/Courier			\$50.00		\$0.00		\$50.00
Office Supplies/Equipment			\$50.00		\$0.00		\$46.51
Survey Supplies			\$45.11		\$52.39		\$0.00
Miscellaneous			\$1,638.00		\$2,340.00		\$0.00
Per Diem			\$89.25		\$1,000.00		\$0.00
Subtotal Direct Non-Payroll Costs			\$1,822.36		\$3,392.39		\$171.51
DIRECT SUB-CONSULTANT COSTS							
Consultant / Subcontractor Fees			\$0.00		\$0.00		\$0.00
Consultant / Subcontractor - Admin Fee (5%)			\$0.00		\$0.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$0.00		\$0.00
FCOM Salaries - (0.36%)			\$22.26		\$26.78		\$6.07
TOTAL :			\$21,228.00		\$26,620.00		\$5,432.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task I Project Administration

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-I.A Project Kick-Off Meeting	1			4	1						2			
Exhibit A-I.B FAA & ALDOT Grant Application Assistance	2			6							8			
Exhibit A-I.C FAA Sponsor Certification Assistance				2										
Exhibit A-I.D FAA & ALDOT Funding Reimbursements				6										
Exhibit A-I.E FAA Grant Performance Quarterly and EOY Reports				8										
Exhibit A-I.F FAA Reimbursable Agreement				3										
Exhibit A-I.G Quality Control				12										
Exhibit A-I.H Environmental Coordination				1										
Exhibit A-I.I DBE Coordination - N/A														
Total Hours	3	0	0	42	1	0	0	0	0	0	10	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$38.08 Estimated
Postage/Freight/Courier	\$0.00 N/A
Office Supplies/Equipment	\$0.00 N/A
Survey Supplies	\$0.00 N/A
Mileage	\$0.00 N/A
Per Diem	\$0.00 N/A

SUB-CONSULTANTS

NA \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task II Surveying Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-II.A Design Surveys				8							22		8	44
Total Hours	0	0	0	8	0	0	0	0	0	0	22	0	8	44

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$0.00 N/A
 Postage/Freight/Courier \$0.00 N/A
 Office Supplies/Equipment \$0.00 N/A
 Survey Supplies \$92.15 Estimated
 Mileage \$468.00 1 Day trips for 1 person + 1 trips for 2 man survey crew. 400 miles/trip x 2 trips x \$0.585/mile
 Per Diem \$1,012.75 1 Day trips for 1 person. Per Diem = \$12.75/day x 1 day
 5 Overnights for 2 people = \$100/night/person x 5 nights x 2 people

SUB-CONSULTANTS
 N/A \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task IV

Bidding Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-IV.1 Documents				2										
Exhibit A-IV.2 Advertisement for Bids				2						2				
Exhibit A-IV.3 Addenda	4			3										
Exhibit A-IV.4 Consultations				2										
Exhibit A-IV.5 Pre-Bid Meeting				10										
Exhibit A-IV.6 Bid Opening				10										
Exhibit A-IV.7 Award of Contract				2										
Total Hours	4	0	0	31	0	0	0	0	0	2	0	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly
 Postage/Freight/Courier
 Office Supplies/Equipment
 Survey Supplies
 Mileage
 Per Diem

\$3,400.00 Estimated Advertising
 \$22.14 Estimated
 \$0.00 Estimated
 \$0.00 Estimated
 \$468.00 2 Day trips for 1 person. 400 miles/trip x 2 trips x \$0.585/mile
 \$25.50 2 Day trips for 1 person. Per Diem = \$12.75/day x 2 day

SUB-CONSULTANTS

\$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task V

Construction Administration Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-V. Issued for Construction (FC) Documents				2										
Exhibit A-V.B Submittals	10			5										
Exhibit A-V.C Notice to Proceed & Preconstruction				10										
Exhibit A-V.D Progress Meetings				34										
Exhibit A-V.E Owner Coordination				13.5										
Exhibit A-V.F RFIs				2										
Exhibit A-V.G Progress Payments				4										
Exhibit A-V.H Payroll Reviews				4.5										
Exhibit A-V.I DBE Compliance				3										
Exhibit A-V.J Change Orders				3										
Exhibit A-V.K Final Inspection				20										

Total Hours 10 0 0 101 0 0 0 0 0 0 0 0 0 0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly
Postage/Freight/Carrier
Office Supplies/Equipment
Survey Supplies
Mileage
Per Diem

\$50.00 Estimated
\$50.00 Estimated
\$50.00 Estimated
\$45.11 Estimated
\$1,638.00 7 Day trips for 1 person. 400 miles/trip x 7 trips x \$0.585/mile
\$89.25 7 Day trips for 1 person. Per Diem = \$12.75/day x 7 day

SUB-CONSULTANTS

N/A \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task VI On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-VI On-Site Resident Project Representative Services												200		
Total Hours	0	0	0	0	0	0	0	0	0	0	0	200	0	0

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$0.00 N/A
 Postage/Freight/Courier \$0.00 N/A
 Office Supplies/Equipment \$0.00 N/A
 Survey Supplies \$52.39 N/A
 Mileage \$2,340.00 10 trips for 1 person. 400 miles/trip x 10 trips x \$0.585/mile
 Per Diem \$1,000.00 10 Overnights for 1 person = \$100/night x 10 nights

SUB-CONSULTANTS
 N/A \$0.00



EXHIBIT B - CONTRACT

**T. C. Russell Field Airport - ALX
Runway Lighting Project**

Exhibit A - Task VIII

Project Closeout

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	P-4	P-5	X-2	T-2	C-2	S-5	SC
Exhibit A-VIII Project Closeout	6			24						4				
Total Hours	6	0	0	24	0	0	0	0	0	4	0	0	0	0

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$75.00 Estimated
 Postage/Freight/Courier \$50.00 Estimated
 Office Supplies/Equipment \$48.51 Estimated
 Survey Supplies \$0.00 N/A
 Mileage \$0.00 N/A
 Per Diem \$0.00 N/A

SUB-CONSULTANTS
 NA \$0.00





**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CITY OF ALEXANDER CITY
Project No. 19A01000
AMENDMENT NO. [?]**

This Amendment No. _____, effective on the date last written below, shall amend the original contract between the City of Alexander City ("Owner") and Garver, LLC ("Garver"), dated _____ (the "Agreement").

This Amendment No. _____ adds/modifies the Services for the 2022 ALX Airfield Lighting Project.

WHEREAS, Owner intends to design and install new base-mounted medium intensity LED runway lights, including new cable/conduit and new vault equipment, with bidding alternates for approximately 2,000-foot of medium intensity LED taxiway lighting along the north parallel taxiway, new Runway End Identifier Lights (REILS), and a lightning arrestor system.

The Agreement is hereby modified as follows:

SECTION _____ – [Insert section heading]

Section _____ of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF ALEXANDER CITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT E
(ENGINEER'S CERTIFICATION)**

AIRPORT IMPROVEMENT AID PROJECT: 3-01-0005-XX-XXXX
STATE: ALABAMA

CERTIFICATION OF ENGINEER

I hereby certify that I am Jennifer Hunt Harp and duly authorized representative of the firm of GARVER, LLC, whose address is 5125-A Research Drive, Huntsville, AL 35805, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By: Jennifer Hunt Harp

DATE:



EXHIBIT F
(FAA MANDATORY CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS)

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of



subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – N/A



7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because



of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.



II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction



Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.



- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all



personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10)The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13)The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal



employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award



documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY – N/A

16. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.



a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors



or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.



This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

RESOLUTION NO. 22-38

**A Resolution to Name the Pool Area Located in the Laurel Heights Community as
Freddie Wyckoff Pool**

WHEREAS, the pool in the Laurel Heights Community was opened in 1958 under the supervision of Hamp Lyon and John Greeter; and

WHEREAS, citizens were offered Red Cross training in the mornings and recreational swimming in the afternoons; and

WHEREAS, the first water safety instructor and life guard was Freddie Wyckoff; and

WHEREAS, Mr. Wyckoff was born in Alexander City, Alabama, on January 19, 1937, to Jack and Alice Wyckoff and graduated from Laurel High School in 1957 then attended Alabama State University, Birmingham Southern College and Rollins College; and

WHEREAS, Mr. Wyckoff is an amazing individual with several years of volunteer service to many organizations inspiring youth at YMCA's in Montgomery, Alabama, New York, New York and several other cities as well as Alabama State University and Alabama A&M University; and

WHEREAS, Mr. Wyckoff is a member of several prestigious organizations including Alabama State University Alumni Association, Phi Beta Sigma Fraternity Inc., the American National & Collegiate Swimming Coaches Association, and Alabama Swimming Hall of Fame Organizing Committee; and

WHEREAS, Mr. Wyckoff has received numerous outstanding achievement and appreciation awards: Honorary Citizen of New Orleans and Barbados; and the key to the City of Dothan, Alabama; and

WHEREAS, Mr. Wyckoff coached the 1st NCAA Black National swim team in 1984, CCCAN games, Commonwealth Games, Pan-American Games, Goodwill Games and the Olympics and is a member of the Alabama A&M University Sports Hall of Fame (Coach); and

WHEREAS, Prior to his later coaching years, Mr. Wyckoff coached a local swim team from 1958 to 1961 consisting of Sidney and Freddie Hutchinson; Frankie and Bobby Ross; Larndell Russaw; Joe Gray; Melvin Freeman; John Boleware; Eddie Salter; and the hard time brothers Jerome and Thee Harvey; and

WHEREAS, Beverly White, AJ Jones and several other citizens would like to name the Laurel Heights Community Pool after Freddie Wyckoff; and

WHEREAS, it is recommended to name said pool, "Wyckoff Pool" in honor of Freddie Wyckoff and his commitment to youth all over the world; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama that The Mayor is authorized and directed to properly prepare and erect appropriate signs with the new name.

ADOPTED AND APPROVED this 7th day of February, 2022.

Resolution: 22-38

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-38** which was adopted by the City Council on this 7th day of February, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of February, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

CITY



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201140752836

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: State: County:

Trade Name: STRICKLANDS WHATS Filing Fee: \$50.00

Applicant: STRICKLANDS WHATS INC Transfer Fee:

Location Address: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

Mailing Address: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

County: TALLAPOOSA Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01 Type Ownership:

Book, Page, or Document info: 950-168

Do you sell Draft Beer?:

Date Incorporated: 10/28/2021 State incorporated: AL County Incorporated: TALLAPOOSA

Date of Authority: 10/28/2021

Federal Tax ID: 87-3316437 Alabama State Sales Tax ID: R011229821

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN GARY STRICKLAND [REDACTED]	PRESIDENT	[REDACTED]	[REDACTED] 35010
ELIZABETH HOWELL STRICKLAND [REDACTED]	SECRETARY	ALEXANDER CITY AL	[REDACTED] 35010

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOHN STRICKLAND

Business Phone: 256-504-9883

Fax:

Home Phone: 256-504-9883

Cell Phone:

E-mail: STRICKLANDSWHATS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201140752836

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: STRICKLANDS WHATS INC 256-504-9883

What is lessors primary business? BUSINESS OWNER

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1725 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: 0 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201140752836

Initial each

JSL

In reference to law violations, I attest to the truthfulness of the responses given within the application.

JSL

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

JSL

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JSL

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

JSL

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

JSL

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

JSL

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

JSL

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

JSL

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

John Strickland

Signature of Applicant:

John Strickland

Notary Name (print):

Retunda Leonard

Notary Signature:

Retunda Leonard

Commission expires:

6-5-2025

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20220201140752836**
Application Payment Confirmation Number: 81232888

Payment Summary	
Payment Item	Fee
Application Fee for License 070	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
			\$0.00
Total Amount to be Charged	\$75.00	\$150.00	\$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License Type 2:

License County: TALLAPOOSA

Business Type:

Trade Name: **STRICKLANDS WHATS**

Applicant Name: **STRICKLANDS WHATS INC**

Location Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010

Mailing Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010

Contact Person: JOHN STRICKLAND

Contact Home Phone: 256-504-9883

Contact Business Phone: 256-504-9883

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

CJTY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201135208348

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: State: County:

Trade Name: STRICKLANDS WHATS Filing Fee:

Applicant: STRICKLANDS WHATS INC Transfer Fee: \$50.00

Location Address: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

Mailing Address: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

County: TALLAPOOSA Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01 Type Ownership:

Book, Page, or Document info: 950-168

Do you sell Draft Beer?:

Date Incorporated: 10/28/2021 State incorporated: AL County Incorporated: TALLAPOOSA

Date of Authority: 10/28/2021

Federal Tax ID: 87-3316437 Alabama State Sales Tax ID: R011229821

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Rows include ELIZABETH HOWELL STRICKLAND (SECRETARY) and JOHN GARY STRICKLAND (PRESIDENT).

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOHN STRICKLAND
Business Phone: 256-504-9883
Fax:

Home Phone: 256-504-9883
Cell Phone:
E-mail: STRICKLANDSWHATS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: WHATS CURB MARKET
Applicant: FOSHEES WHATS LLC

Previous License Number(s)
License 1: 010528262
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201135208348

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: STRICKLANDS WHATS INC 256-504-9883

What is lessors primary business? BUSINESS OWNER

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1725 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: 0 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220201135208348

Initial each

Signature page

JSL

In reference to law violations, I attest to the truthfulness of the responses given within the application.

JSL

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

JSL

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JSL

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

JSL

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

JSL

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

JSL

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

JSL

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

JSL

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

JOHN STRICKLAND

Signature of Applicant:

John Strickland

Notary Name (print):

Retunda Leonard

Notary Signature:

Retunda Leonard

Commission expires: *6-5-2025*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

Confirmation Number: 20220201135208348



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
FOSHEES WHATS LLC
Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010
Telephone: 256-234-3298

NEW APPLICANT:
STRICKLANDS WHATS INC
Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010
Telephone: 256-504-9883

Current License No: 010528262

LICENSED PREMISES ADDRESS: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 1 day of February, 20 22.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Joseph L Foshee
Print Name: Joseph L Foshee
Title: Member

John Strickland
Print Name: John Strickland
Title: PRESIDENT/OWNER

WITNESS: (By ABC Enforcement) Alicia C Brewer
Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: **20220201135208348**
Application Payment Confirmation Number: 81231566

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2:
License County: TALLAPOOSA
Business Type:
Trade Name: **STRICKLANDS WHATS**
Applicant Name: **STRICKLANDS WHATS INC**
Location Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010
Mailing Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010
Contact Person: JOHN STRICKLAND
Contact Home Phone: 256-504-9883
Contact Business Phone: 256-504-9883
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address: