



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, November 20, 2023 --- Meeting at 5:30 p.m.

Call to Order: Council President Colvin

Opening Prayer: Held in Work Session

Pledge of Allegiance: Held in Work Session

Roll Call:

Approval of Minutes: November 6, 2023 Regular Meeting

Approval of Agenda: November 20, 2023

Reports from Council on Standing Committees:

Finance Committee: Council President Colvin

Public Safety Committee: Councilor Eric Brown

Utilities Committee: Councilor Keel

Parks and Recreation: Councilor Chris Brown

Public Works Committee: Council President Pro Tempore Hardy

Buildings and Properties: Councilor Tapley

Reports from Special Committees:

Public Hearing: None

Report on Status of City Finances: Romy Stamps, Finance Director

Proclamation: None

Unfinished Business:

New Business:

1. RESOLUTION: To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Transportation to Authorize the Selection of an Engineering Consultant for the Relocation of Utilities at the Bridge Replacement on State Route 63 over Sugar Creek. (Sponsored By: Council President Pro Tempore Hardy)

2. REQUEST: To Transfer ABC License from Mapco to Circle K Located at 4761 Highway 280 East. (Sponsored By: Council President Colvin)

3. RESOLUTION: To Award Bid No. 24-02 to Taylor Corporation for the Demolition and Construction of Sugar Creek Wastewater Treatment Plant Clarifier #2 and #3 Improvements at a Cost not to Exceed \$1,640,000.00. (Sponsored By: Councilor Keel)

4. RESOLUTION: To Authorize the Mayor to Enter into a Lease Agreement with Family Worship Center to be Used as the Nutrition Center. (Sponsored By: Councilor Chris Brown)

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Executive Session:

Adjournment:

The next City Council meeting is scheduled for Monday, December 11, 2023 at 5:30 p.m.

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Transportation to Authorize the Selection of an Engineering Consultant for the Relocation of Utilities at the Bridge Replacement on State Route 63 over Sugar Creek

WHEREAS, the City of Alexander City, Alabama (OWNER) will be relocating utilities for the Alabama Department of Transportation (ALDOT) bridge replacement on SR-63 over Sugar Creek; and

WHEREAS, Municipal Consultants, Inc. (ENGINEER) will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the propose construction of ALDOT project number BR-0063(507); and

WHEREAS, the ALDOT project will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable when soliciting bids, selecting a contractor, and awarding the contract; and

WHEREAS, all consultant fees and relocation costs are being paid by ALDOT as part of their project, resulting in no cost to the city.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into an agreement, shown in Attachment "A", with ALDOT to select an engineering consultant for the relocation of utilities for project number BR-0063(507).

ADOPTED THIS 20TH DAY OF NOVEMBER, 2023.

By: Audrey "Buffy" Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF NOVEMBER, 2023.

ALABAMA DEPARTMENT OF TRANSPORTATION*(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)*

This Agreement is entered into by and between the Owner of the Utility: The City of Alexander City
(hereinafter called the OWNER) and Municipal Consultants, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State)

Project No. BR-0063(507) in Tallapoosa County, Alabama; said project being described on the plans as Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings;

(3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 90 calendar days after date of written notice to proceed; and Phase II within 180 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I will not exceed: \$ 50,675.00 the maximum payment for Phase II will not exceed \$ 98,087.00 ; and the maximum payment for Phase III will not exceed: \$ 74,418.00 , for a total fee of: \$ 223,180.00

The hourly labor rates shown are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans an/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the STATE.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I

Labor:	Engineer	<u>46</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 3,746.24</u>
	Assistant Engineer	<u>108</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 4,146.12</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>200</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 6,248.00</u>
	Typist		hours	@		<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>80</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 4,690.40</u>
	<u>Clerical</u>	<u>40</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 964.80</u>
						<u>\$ 19,795.56</u>
						<u>\$ 26,272.67</u>
	Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 26,272.67</u>
	Transportation	<u>0</u>	miles	@	<u>\$ 0.55</u>	<u>\$ 0.00</u>
	Subsistence: Meals and Lodging					<u>\$ 0.00</u>
						<u>\$ 46,068.23</u>
						<u>\$ 4,606.82</u>
						<u>\$ 50,675.05</u>

Maximum Engineering Cost for Phase II

Labor:	Engineer	<u>40</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 3,257.60</u>
	Assistant Engineer	<u>160</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 6,142.40</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>532</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 16,619.68</u>
	Typist	<u>40</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 964.80</u>
	<u>Project Manager</u>	<u>100</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 5,863.00</u>
	<u>Field Personnel</u>	<u>160</u>	hours	@	<u>\$ 34.18</u>	<u>\$ 5,468.80</u>

Revised
September 20, 2021

Utility-Consultant Engineer Agreement
Page 4 of 7

Total Labor				<u>\$ 38,316.28</u>
Overhead	<u>132.72%</u>	(including payroll additives)		<u>\$ 50,853.37</u>
Transportation	_____	miles	@ <u>\$ 0.55</u>	<u>\$ 0.00</u>
Subsistence: Meals and Lodging				<u>\$ 0.00</u>
			SUB TOTAL	<u>\$ 89,169.65</u>
			(10% FIXED FEE FOR PROFIT)	<u>\$ 8,916.96</u>
			MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING	<u>\$ 98,086.61</u>

Maximum Engineering Cost for Phase III

Labor:	Engineer	<u>10</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 814.40</u>
	Assistant Engineer	<u>90</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 3,455.10</u>
	Rodman	_____	hours	@ _____	<u>\$ 0.00</u>
	Draftsman	<u>40</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 1,249.60</u>
	Inspector	<u>572</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 19,550.96</u>
	<u>Project Manager</u>	<u>60</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 3,517.80</u>
	<u>Clerical</u>	<u>20</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 482.40</u>
				Total Labor	<u>\$ 29,070.26</u>
Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 38,582.05</u>
Transportation	_____	miles	@ _____		<u>\$ 0.00</u>
Subsistence: Meals and Lodging					_____
				SUB TOTAL	<u>\$ 67,652.31</u>
				(10% FIXED FEE FOR PROFIT)	<u>\$ 6,765.23</u>
				MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING	<u>\$ 74,417.54</u>

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$ 1,693,100.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the owner all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County of City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word STATE, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the 3rd day of November, 2023 and the OWNER on the _____ day of _____

OWNER: The City of Alexander City
(Legal Name of Utility)

ENGINEER: Municipal Consultants, Inc.
(Legal Name of Engineer)

FOR PUBLIC RELEASE

Signature

Signature

Mayor
Title

President
Title

Witness

FOR PUBLIC RELEASE

Certification of Consultant

I hereby certify that I am the President and duly authorized Representative
(Title)

of the firm of Municipal Consultants, Inc. whose address is 200 Century Park South, Suite 212
Birmingham, AL 35226
City, State, Zip

and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;
- (b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, 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) and fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

FOR PUBLIC RELEASE

11-3-23
Date

Signature

THE CITY OF ALEXANDER CITY

**BRIDGE REPLACEMENT (BIN 014307) ON SR-63 OVER SUGAR CREEK
PROJECT NO. - BR-0063(507)
Relocation Cost Estimate**

ALDOT #2 Agreement

#1					
Relocation of 6" and 8" Water Line on SR-63 From Sta 22+00 to Sta 41+00					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	8 Inch Ductile Iron Pipe Laid	Linear Foot	50	120	6,000
2	8 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	100	180	18,000
3	8" Valves	Each	1	1,200	1,200
4	8 Inch Retainer Gland	Each	8	130	1,040
5	6 Inch Ductile Iron Pipe Laid	Linear Foot	2,000	115	230,000
6	6 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	150	160	24,000
7	6" Valves	Each	2	1,200	2,400
8	6 Inch Retainer Gland	Each	14	130	1,820
9	Ductile Iron Fittings	Pound	1,200	10	12,000
10	Concrete For Water Mains (Thrust Blocks)	Cubic Yard	70	300	21,000
11	Connections To Existing Water Line	Each	2	10,000	20,000
12	2 Inch PVC Pipe Laid	Linear Foot	50	30	1,500
13	Roadway Bore/Crossing	Each	1	30,000	30,000
14	Creek Crossing	Each	1	30,000	30,000
15	Testing, Disinfection, Flushing, Etc.	Each	1	4,000	4,000
16	Grout Fill of Existing 6" and 8" Pipe	Linear Foot	2,100	20	42,000
TOTAL					\$444,960

#2					
Relocation of 30" Effluent Force Main From Sta 30+00 to Sta 35+50 on SR-63					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	30 Inch Ductile Iron Sanitary Sewer Force Main Pipe Laid *	Linear Foot	600	600	360,000
2	30 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	160	450	72,000
3	Ductile Iron Fittings	Pound	17,000	10	170,000
4	30 Inch Retainer Gland	Each	16	400	6,400
5	Concrete For Force Main (Thrust Blocks)	Cubic Yard	60	300	18,000
6	Cut-In Connections To Existing Sewer System	Each	2	20,000	40,000
7	Roadway Bore with Casing	Each	1	200,000	200,000
8	Grout Fill of Existing 30" Pipe	Linear Foot	650	50	32,500
9	Bypass Pumping, Testing, Etc. for Connections	Each	1	50,000	50,000
TOTAL					\$948,900

* Material Cost for Ductile Iron Pipe is \$250/LF. Unit price includes rock removal.

#4					
Removal of Gravity Line, Installation of New Pump Station and Force Main					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	Pump Station for Gas Station	Each	1	20,000	20,000
2	Power for Pump Station	Each	1	5,000	5,000
3	2 Inch PVC Force Main Pipe Laid	Linear Foot	800	30	24,000
4	Fittings	Pound	300	5	1,500
5	Concrete For Force Main (Thrust Blocks)	Cubic Yard	5	300	1,500
6	Cut-In Connections To Existing Sewer System	Each	1	5,000	5,000
7	Grout Fill of Existing Gravity Pipe	Linear Foot	1,100	30	33,000
8	Remove Existing Manhole Sections on Gravity Sewer Line	Each	6	2,000	12,000
TOTAL					\$102,000

#5

Relocation of 10" PVC Force Main from Sta 24+30 to Sta 28+40 on SR-63					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	10 Inch PVC Class 250 Sanitary Sewer Force Main Pipe Laid	Linear Foot	450	140	63,000
2	Ductile Iron Fittings	Pound	600	10	6,000
3	10 Inch Retainer Gland	Each	14	160	2,240
4	Concrete For Force Main (Thrust Blocks)	Cubic Yard	20	300	6,000
5	Cut-In Connections To Existing Sewer System	Each	2	10,000	20,000
6	Grout Fill of Existing 10" Pipe	Linear Foot	400	25	10,000
7	Bypass Pumping, Testing, Etc. for Connections	Each	1	20,000	20,000
TOTAL					\$127,240

	Unit	Quantity	Unit Price	Total
Project Surveying, Staking, Adjustments, Etc.	Lump Sum	1	70,000	70,000
TOTAL				\$70,000

Total Projects Construction Cost **\$1,693,100**

Phase I Engineering **\$50,675**

Phase II Engineering **\$98,087**

Phase III Engineering **\$74,418**

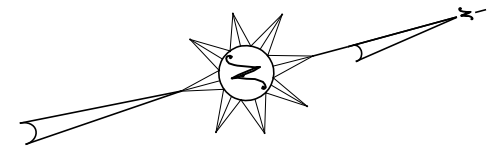
Total Engineering and Construction **\$1,916,280**

UTILITY PLAN SHEET

Item 1

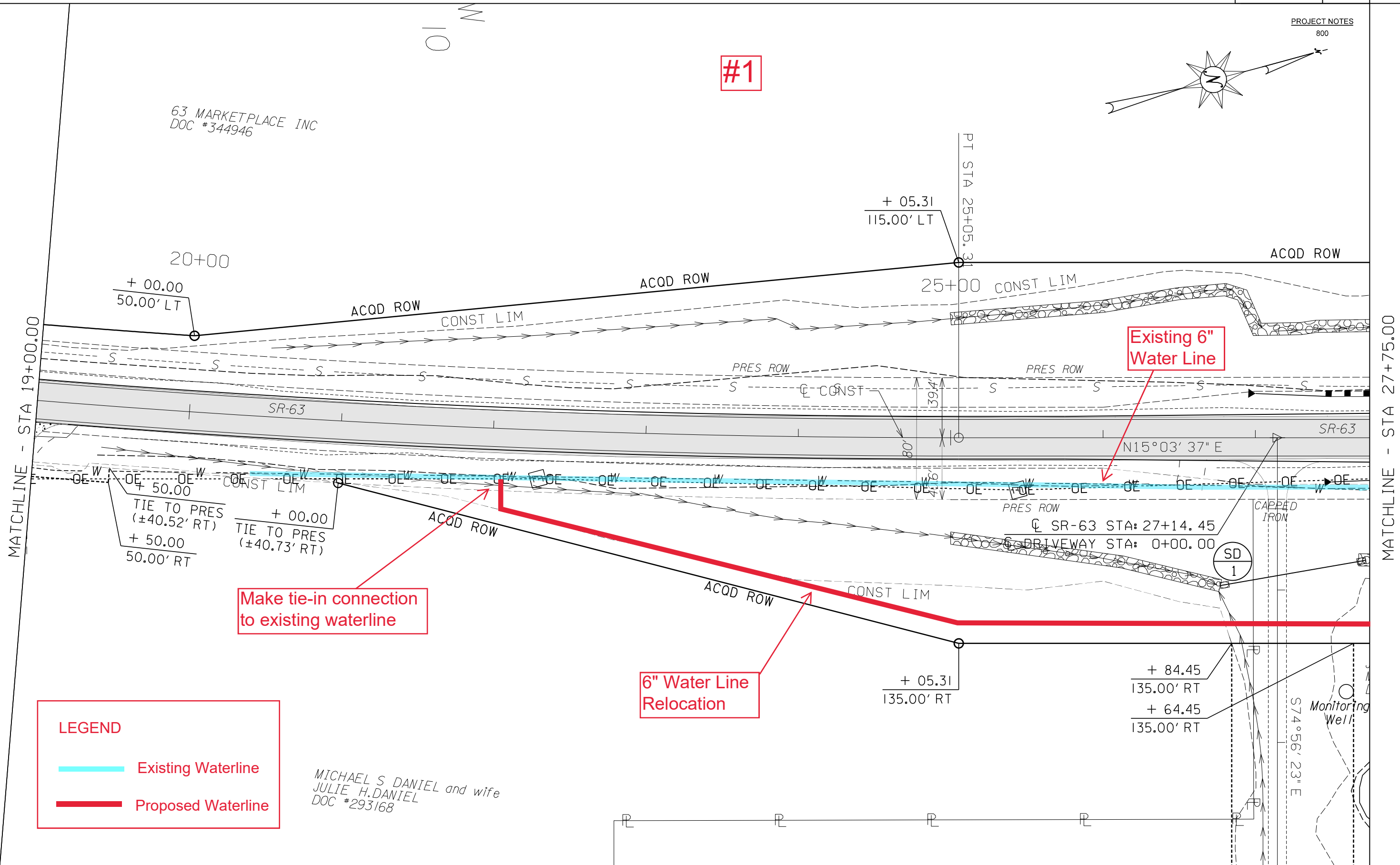
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	31

PROJECT NOTES
800



#1

63 MARKETPLACE INC
DOC #344946



LEGEND

- Existing Waterline
- Proposed Waterline

Make tie-in connection to existing waterline

6" Water Line Relocation

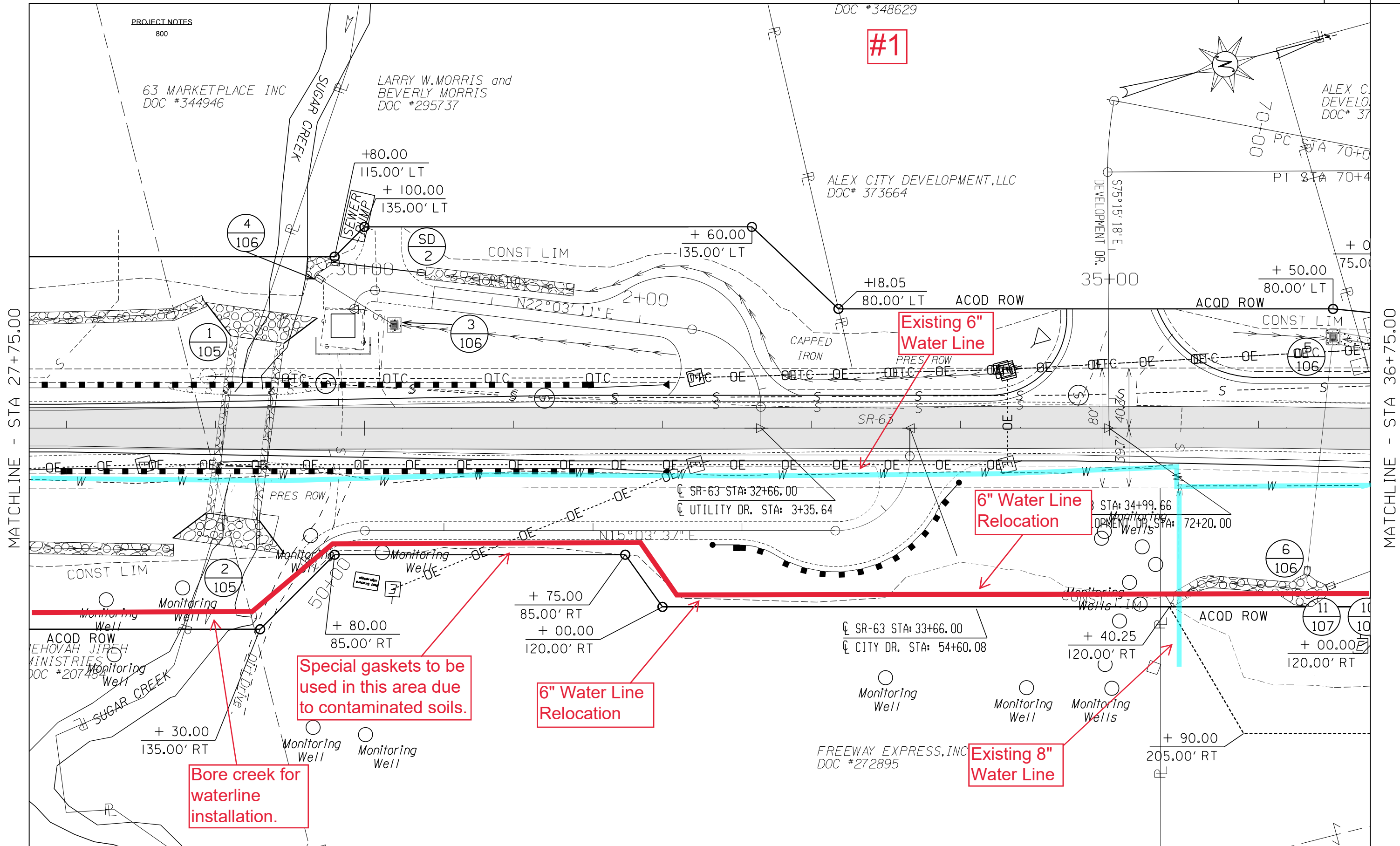
MICHAEL S DANIEL and wife
JULIE H. DANIEL
DOC #293168

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	FBC			UTILITY PLAN SHEET	SR-63

UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	32

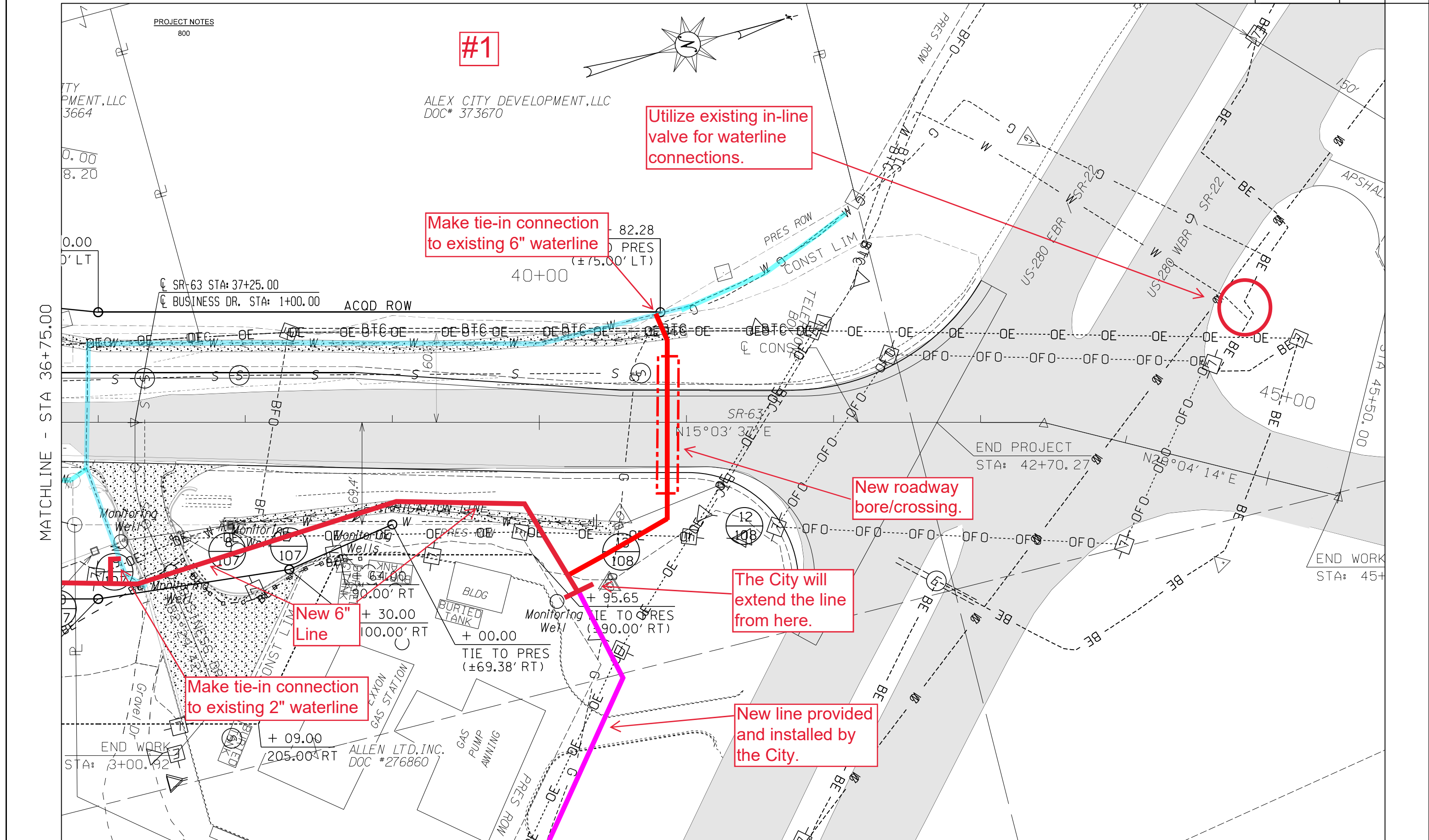


RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	FBC			UTILITY PLAN SHEET	SR-63

UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	33



PROJECT NOTES
800

#1

ALEX CITY DEVELOPMENT, LLC
DOC# 373670

Utilize existing in-line valve for waterline connections.

Make tie-in connection to existing 6" waterline

New roadway bore/crossing.

The City will extend the line from here.

New 6" Line

Make tie-in connection to existing 2" waterline

New line provided and installed by the City.

MATCHLINE - STA 36+75.00

RESPONSIBLE PE:
DATE:

SUPERVISOR:
DATE:

DESIGNER:
DATE:

PLAN SUBMITTAL
FBC



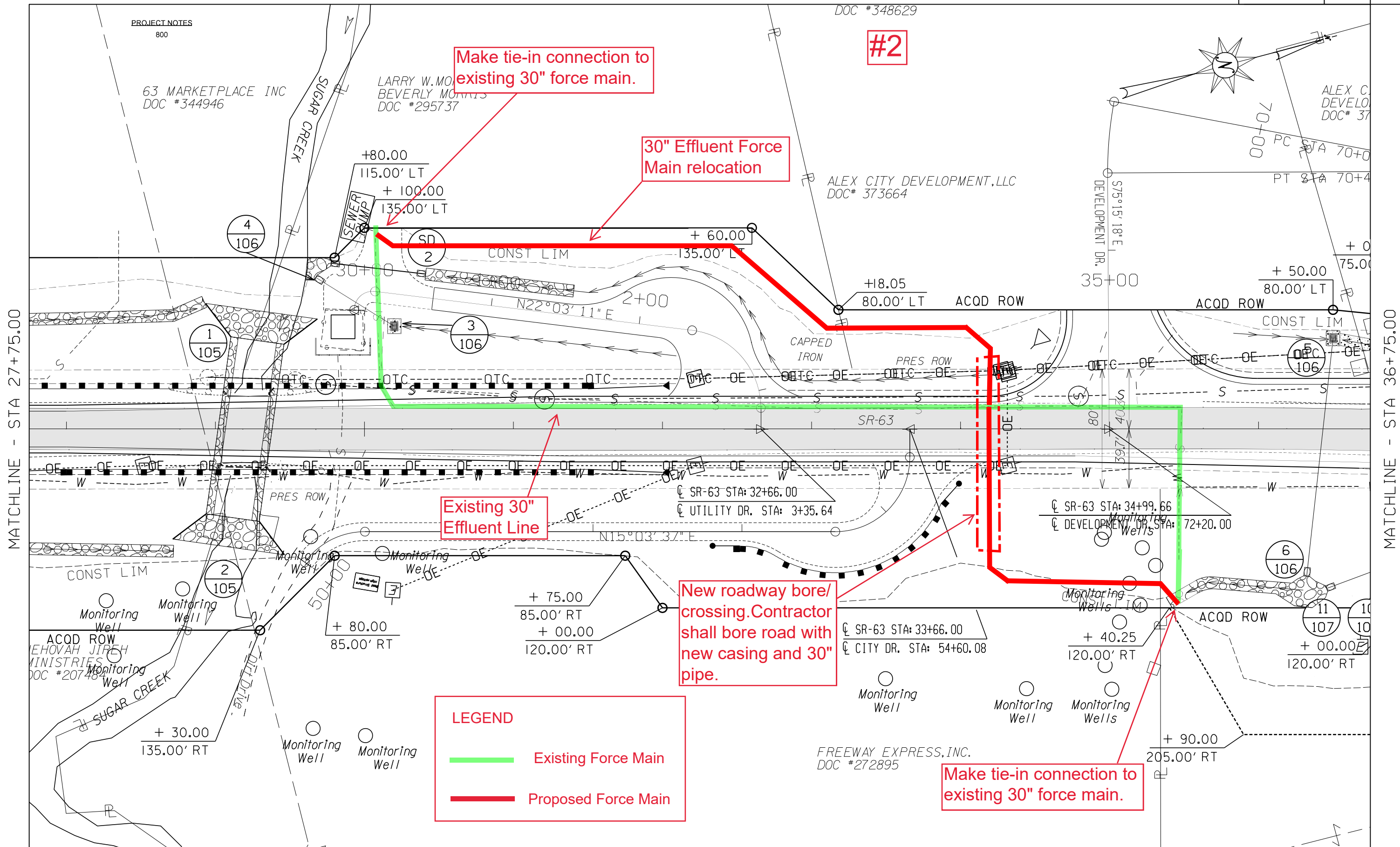
SHEET TITLE
UTILITY PLAN SHEET

ROUTE
SR-63

UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	32



MATCHLINE - STA 27+75.00

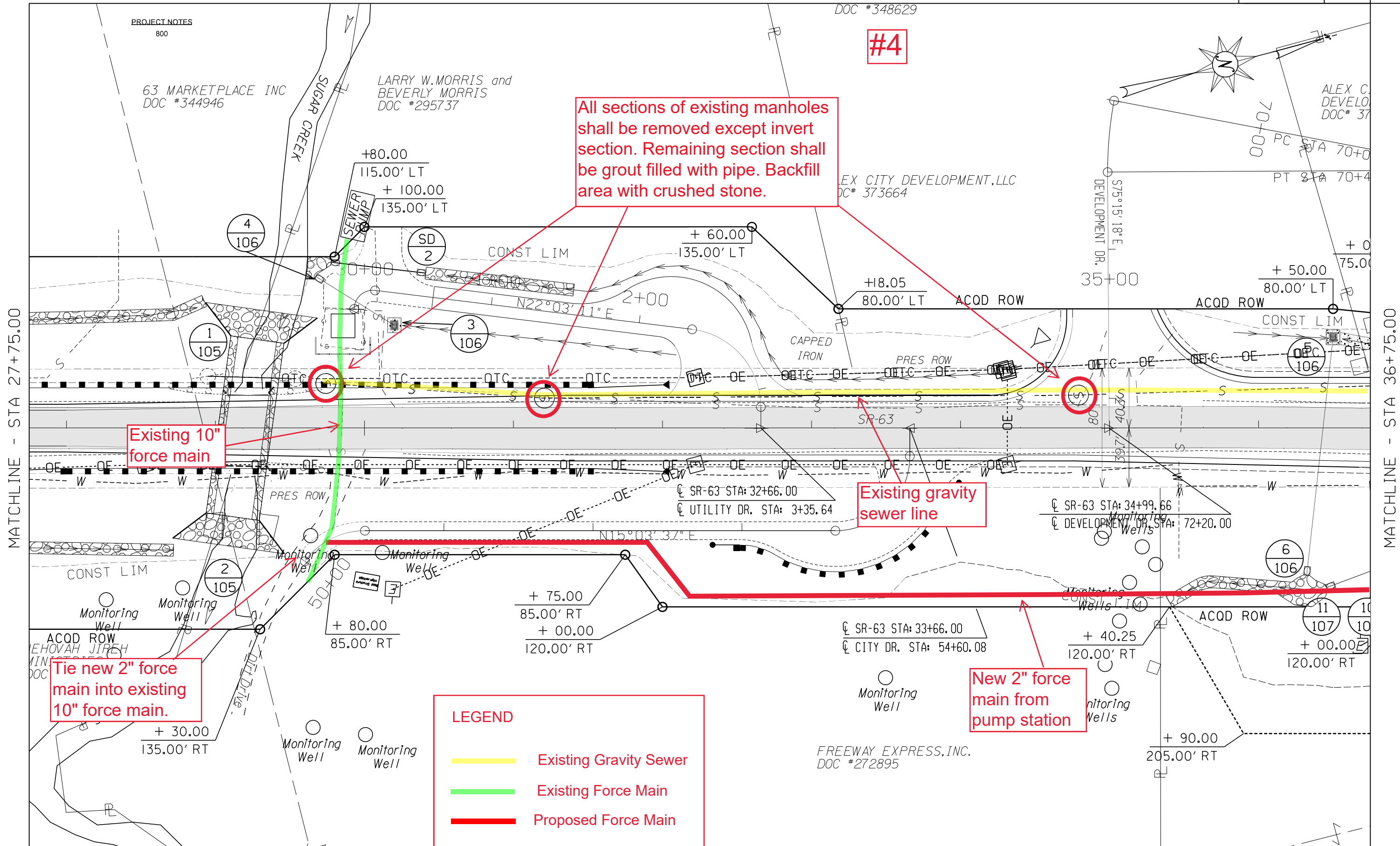
MATCHLINE - STA 36+75.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	FBC	EAST CENTRAL REGION	SCALE (FEET)	UTILITY PLAN SHEET	SR-63

UTILITY PLAN SHEET

Item 1

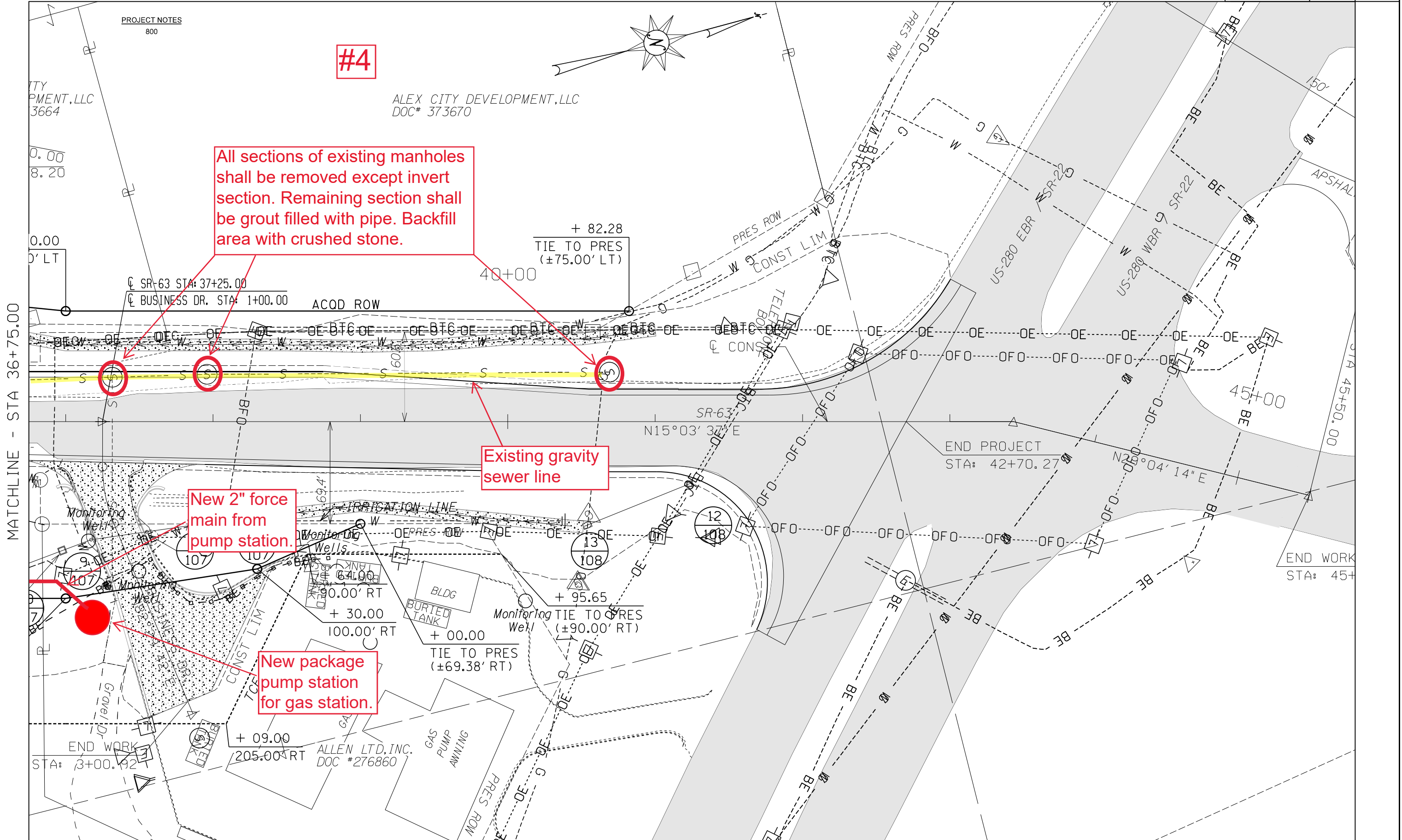
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	32



UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	33



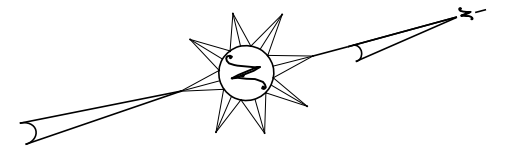
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DATE:	DATE:	DATE:	FBC				

UTILITY PLAN SHEET

Item 1

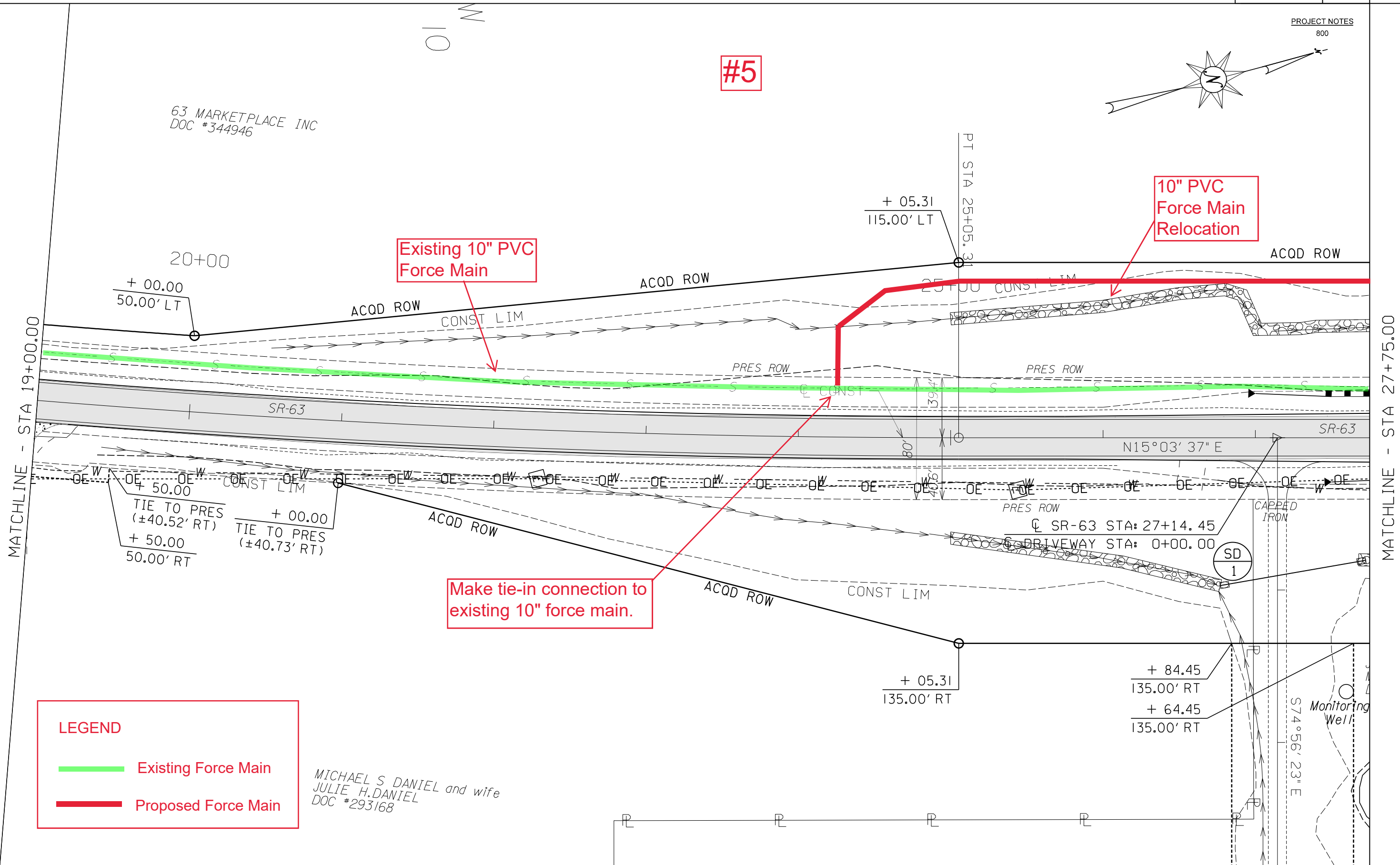
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	31

PROJECT NOTES
800



#5

63 MARKETPLACE INC
DOC #344946



LEGEND

- Existing Force Main
- Proposed Force Main

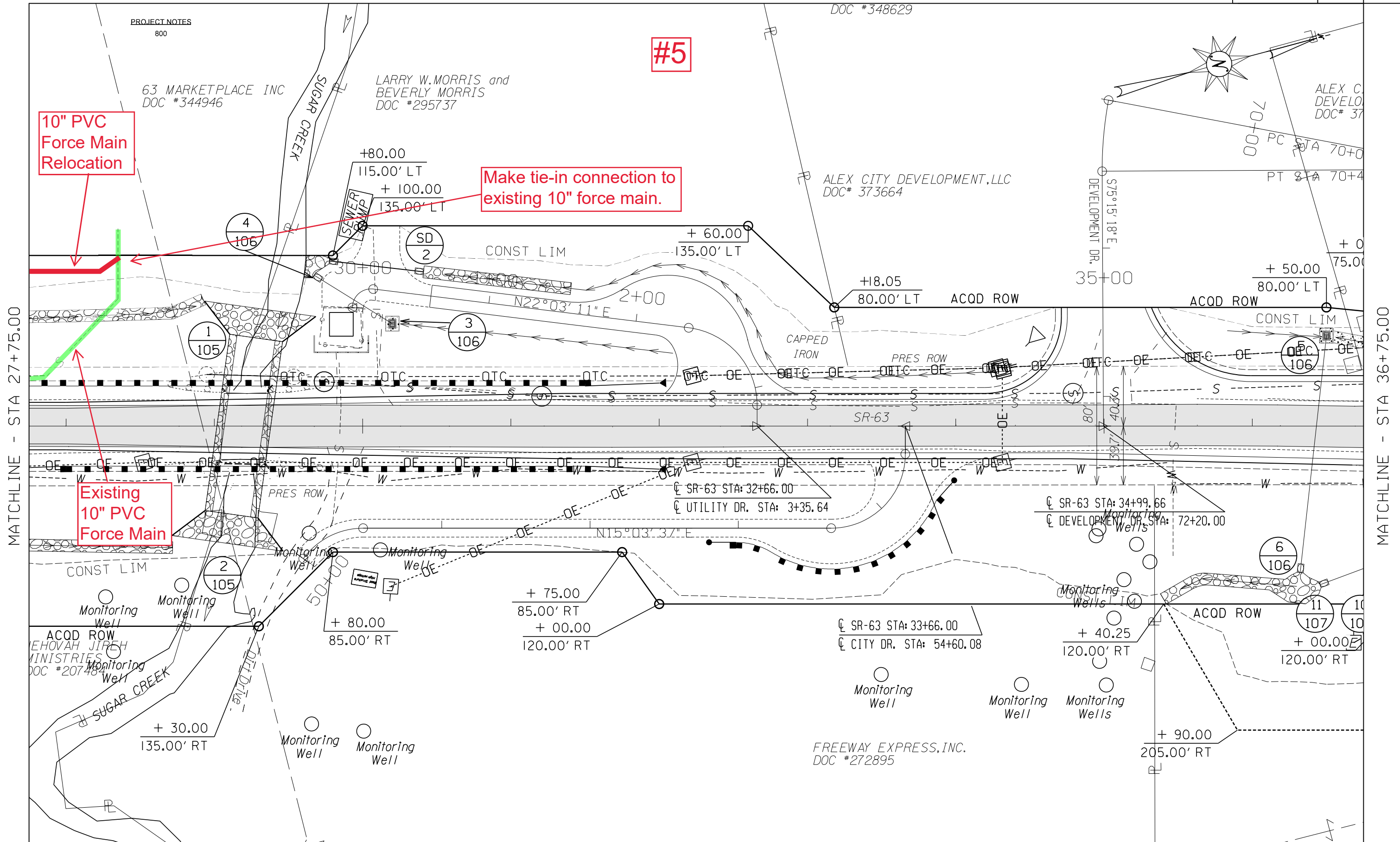
MICHAEL S DANIEL and wife
JULIE H. DANIEL
DOC #293168

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	HORIZ SCALE (FEET)	SHEET TITLE UTILITY PLAN SHEET	ROUTE SR-63
DATE:	DATE:	DATE:	FBC				

UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	32



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	FBC			UTILITY PLAN SHEET	SR-63

ALABAMA DEPARTMENT OF TRANSPORTATION*(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)*

This Agreement is entered into by and between the Owner of the Utility: The City of Alexander City
(hereinafter called the OWNER) and Municipal Consultants, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State)

Project No. BR-0063(507) in Tallapoosa County, Alabama; said project being described on the plans as Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings;

(3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 90 calendar days after date of written notice to proceed; and Phase II within 180 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I will not exceed: \$ 5,613.00 the maximum payment for Phase II will not exceed \$ 11,254.00 ; and the maximum payment for Phase III will not exceed: \$ 8,268.00 , for a total fee of: \$ 25,135.00

The hourly labor rates shown are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans an/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the STATE.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I

Labor:	Engineer	<u>4</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 325.76</u>
	Assistant Engineer	<u>16</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 614.24</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>22</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 687.28</u>
	Typist		hours	@		<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>8</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 469.04</u>
	<u>Clerical</u>	<u>4</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 96.48</u>
					Total Labor	<u>\$ 2,192.80</u>
	Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 2,910.28</u>
	Transportation	<u>0</u>	miles	@	<u>\$ 0.55</u>	<u>\$ 0.00</u>
	Subsistence: Meals and Lodging					<u>\$ 0.00</u>
					SUB TOTAL	<u>\$ 5,103.08</u>
					(10% FIXED FEE FOR PROFIT)	<u>\$ 510.31</u>
					MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 5,613.39</u>

Maximum Engineering Cost for Phase II

Labor:	Engineer	<u>8</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 651.52</u>
	Assistant Engineer	<u>18</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 691.02</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>50</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 1,562.00</u>
	Typist	<u>10</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 241.20</u>
	<u>Project Manager</u>	<u>12</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 703.56</u>
	<u>Field Personnel</u>	<u>16</u>	hours	@	<u>\$ 34.18</u>	<u>\$ 546.88</u>

Revised
September 20, 2021

Utility-Consultant Engineer Agreement
Page 4 of 7

Total Labor				<u>\$ 4,396.18</u>
Overhead	<u>132.72%</u>	(including payroll additives)		<u>\$ 5,834.61</u>
Transportation	_____	miles	@ <u>\$ 0.55</u>	<u>\$ 0.00</u>
Subsistence: Meals and Lodging				<u>\$ 0.00</u>
			SUB TOTAL	<u>\$ 10,230.79</u>
			(10% FIXED FEE FOR PROFIT)	<u>\$ 1,023.08</u>
			MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING	<u>\$ 11,253.87</u>

Maximum Engineering Cost for Phase III

Labor:	Engineer	<u>2</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 162.88</u>
	Assistant Engineer	<u>12</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 460.68</u>
	Rodman	_____	hours	@ _____	<u>\$ 0.00</u>
	Draftsman	<u>10</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 312.40</u>
	Inspector	<u>54</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 1,845.72</u>
	<u>Project Manager</u>	<u>6</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 351.78</u>
	<u>Clerical</u>	<u>4</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 96.48</u>
			Total Labor		<u>\$ 3,229.94</u>
Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 4,286.78</u>
Transportation	_____	miles	@ _____		<u>\$ 0.00</u>
Subsistence: Meals and Lodging					_____
			SUB TOTAL		<u>\$ 7,516.72</u>
			(10% FIXED FEE FOR PROFIT)		<u>\$ 751.67</u>
			MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING		<u>\$ 8,268.39</u>

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$ 142,760.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the owner all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word STATE, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers,
officials and persons thereunto duly authorized; for the ENGINEER on the 3rd day of
November, 2023 and the OWNER on the _____ day of _____

OWNER: **The City of Alexander City**
(Legal Name of Utility)

Signature

Mayor

Title

Witness

ENGINEER: **Municipal Consultants, Inc.**
(Legal Name of Engineer)

FOR PUBLIC RELEASE

Signature

President

Title

FOR PUBLIC RELEASE

Witness

Certification of Consultant

I hereby certify that I am the **President** and duly authorized Representative
(Title)

of the firm of **Municipal Consultants, Inc.** whose address is **200 Century Park South, Suite 212**

Birmingham, AL 35226

City, State, Zip

and that neither I nor the above firm I here represent has:

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

(b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, 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) and fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

11-3-23
Date

FOR PUBLIC RELEASE

Signature

THE CITY OF ALEXANDER CITY

BRIDGE REPLACEMENT (BIN 014307) ON SR-63 OVER SUGAR CREEK
PROJECT NO. - BR-0063(507)
Relocation Cost Estimate

ALDOT #3 Agreement

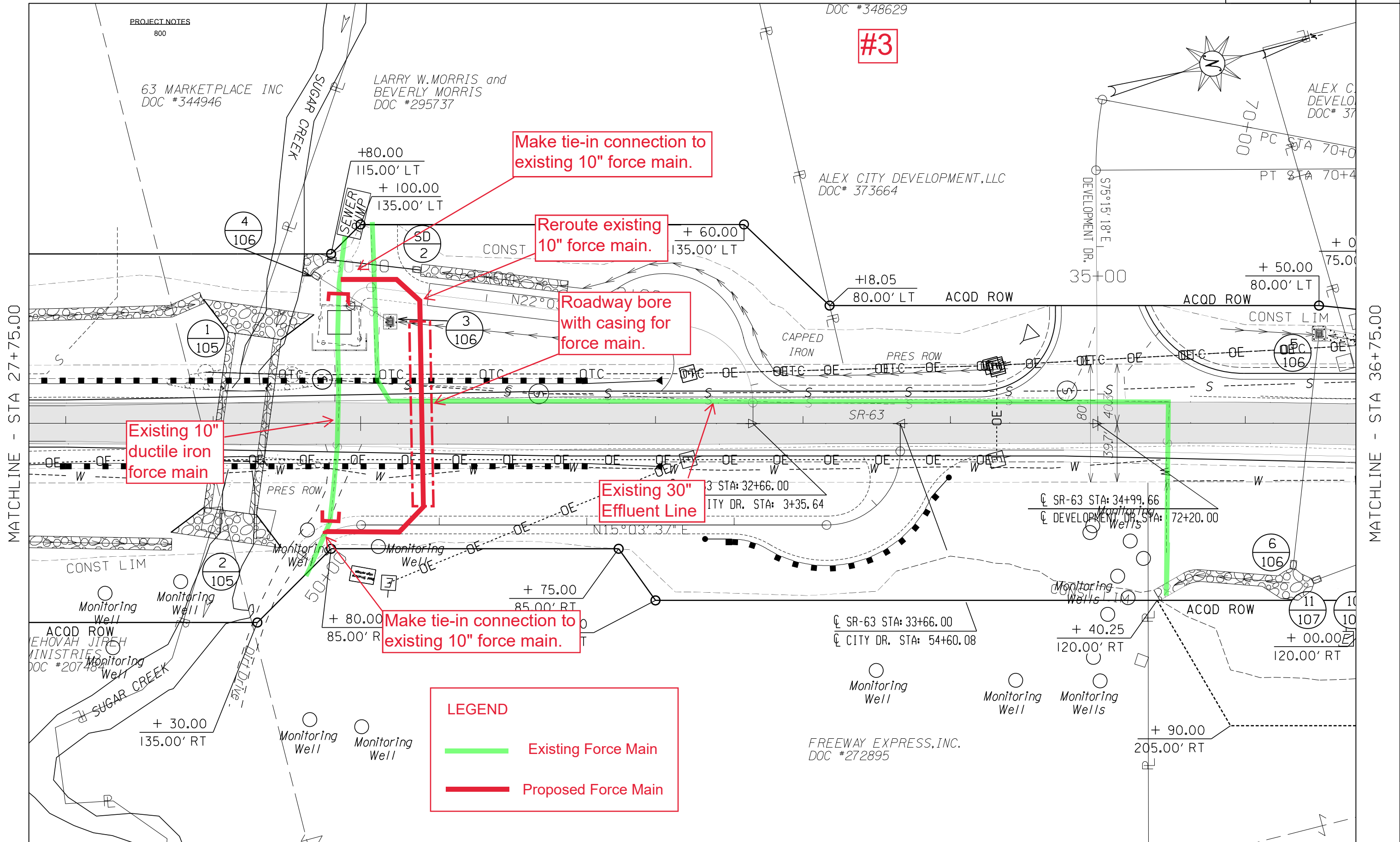
#3					
Relocation of 10" Force Main at Sta 29+80 on SR-63					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	10 Inch Ductile Iron Sanitary Sewer Force Main Pipe Laid	Linear Foot	180	140	25,200
2	10 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	140	200	28,000
3	Ductile Iron Fittings	Pound	600	10	6,000
4	10 Inch Retainer Gland	Each	16	160	2,560
5	Roadway Bore with Casing	Each	1	30,000	30,000
6	Concrete For Force Main (Thrust Blocks)	Cubic Yard	20	300	6,000
7	Cut-In Connections To Existing Sewer System	Each	2	10,000	20,000
8	Grout Fill of Existing 10" Pipe	Linear Foot	200	25	5,000
9	Bypass Pumping, Testing, Etc. for Connections	Each	1	20,000	20,000
TOTAL					\$142,760

Total Projects Construction Cost	\$142,760
Phase I Engineering	\$5,613
Phase II Engineering	\$11,254
Phase III Engineering	\$8,268
Total Engineering and Construction	\$167,895

UTILITY PLAN SHEET

Item 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-0063(507)	2023	32



LEGEND

— Existing Force Main

— Proposed Force Main



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**

Confirmation Number: 20231005135510943

Type License: **050 - RETAIL BEER (OFF PREMISES ONLY)** State: County:
 Type License: **070 - RETAIL TABLE WINE (OFF PREMISES ONLY)** State: County:

Trade Name: **CIRCLE K STORE 2709307** Filing Fee:
 Applicant: **CIRCLE K STORES INC** Transfer Fee: **\$100.00**

Location Address: **4761 HIGHWAY 280 EAST ALEXANDER CITY, AL 35010**
 Mailing Address: **25 WEST CEDAR STREET SUITE M PENSACOLA, FL 32502**
 County: **TALLAPOOSA** Tobacco sales: **YES** Tobacco Vending Machines: **0**

Product Type: **03** Type Ownership: **CORPORATION**

Book, Page, or Document info: **721-239-2**

Do you sell Draft Beer?:

Date Incorporated: **10/15/1993** State incorporated: **TX** County Incorporated:

Date of Authority: **02/13/1985**

Federal Tax ID: **74-1149540**

Alabama State Sales Tax ID: **680008336**

Name:	Title:	Date and Place of Birth:	Residence Address:
FOR PUBLIC RELEASE	SECRETARY	09/02/1984 EAGLE PASS, TEXAS	FOR PUBLIC RELEASE
FOR PUBLIC RELEASE	AGENT	01/06/1981 SARASOTA, FLORIDA	FOR PUBLIC RELEASE

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**

FOR PUBLIC RELEASE

Home Phone: 850-454-1134
FOR PUBLIC RELEASE
 E-mail: DBRATTON@CIRCLEK.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name: **MAPCO EXPRESS 5184**
 Applicant: **MAPCO EXPRESS INC**

Previous License Number(s)
 License 1: **001629162**
 License 2: **001629162**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20231005135510943

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

Name of Property owner/lessor and phone number: CIRCLE K STORES INC 850-454-1134

What is lessors primary business? BUSINESS

Is lessor involved in any way with the alcoholic beverage business? YES

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

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: 2278

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: 20231005135510943

Initial each

Signature page

TA
TA

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

TA

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.

X

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, 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.

X

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

TA

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

TA

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.

TA

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.

TA

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

Applicant

FOR PUBLIC RELEASE

Signature of Applicant:

FOR PUBLIC RELEASE

Notary Signature:

FOR PUBLIC RELEASE

Submitted to Local Government:

Commission expires: 10/06/2026

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Received in District Office:

Reviewed by Supervisor:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20231005135510943

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: THE APPLICANT OWNS THE PROPERTY.

Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT OWNS THE PROPERTY.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231005135510943



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
MAPCO EXPRESS INC
Address: 4761 HIGHWAY 280 EAST

NEW APPLICANT:
CIRCLE K STORES INC
Address: 25 WEST CEDAR STREET SUITE M

FOR PUBLIC RELEASE FOR PUBLIC RELEASE

Current License No: 001629162
001629162

LICENSED PREMISES ADDRESS: 4761 HIGHWAY 280 EAST 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 5th day of October, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Print Name:
Title: Regional Director

Print Name:
Title: Market Manager

WITNESS: (By ABC Enforcement) Jessica N. Coar
Revised 9/08

Receipt Confirmation Page

Item 2

Receipt Confirmation Number: **20231005135510943**
Application Payment Confirmation Number: **95301902**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: TALLAPOOSA
Business Type: CORPORATION
Trade Name: **CIRCLE K STORE 2709307**
Applicant Name: **CIRCLE K STORES INC**
Location Address: **4761 HIGHWAY 280 EAST**

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Contact Cell Phone:
Contact Email Address:
Contact Web Address:

5184
city alcohol

CITY OF ALEXANDER CITY

License: 20²³
Taxpayer ID: _____

Date Printed 9/8/2023

NAME: Circle K Store 2709307
ADDRESS 4761 Hwy 280 East
Alexander City, AL 35010

MARK ALL THAT APPLY

LICENSE AMOUNT		License Amount
		150.00
312142	Alcoholic beverage manufacturer	\$500.00
422800	Beer & Wine - wholesale distributor	\$375.00
422801	Alcoholic beverage importer	\$250.00
422810	Beer only - wholesale distributor	\$275.00
422820	Wine only - wholesale distributor	\$275.00
422821	Liquor Wholesaler	\$500.00
445311	Beer - off-premises - state regulated through ABC	\$75.00
445312	Wine - off-premises - state regulated through ABC	\$75.00
445313	Lounge retail liquor class II - package - state regulated through ABC	\$1,000.00
722111	Restaurant liquor license	\$500.00
722410	Lounge retail liquor class I - state regulated through ABC	\$1,000.00
722411	Beer - on/off premises - state regulated through ABC	\$75.00
722412	Wine- on/off premises - state regulated through ABC	\$75.00
722413	Club liquor license	\$500.00
722414	Special events retail	\$100.00
722415	Special retail	\$150.00
722416	Beer - On Premise	\$75.00
		Total License(s) 150.00
		Issue Fee: \$14.00
		Penalty
		Total Remittance \$ 164.00

THIS IS TO NOTIFY YOU THAT YOUR ALEXANDER CITY BUSINESS LICENSE FOR THE CURRENT LICENSE YEAR IS PAYABLE JANUARY 1 AND DELINQUENT AFTER FEBRUARY 15 (OR THE FOLLOWING BUSINESS DAY).

THE LATE PENALTY IS 15% FEBRUARY 16 TO MARCH 15. AFTER MARCH 15 THE LATE PENALTY IS 30%.

CURRENT YEAR GROSS RECEIPT LICENSES ARE BASED ON GROSS RECEIPTS FOR PREVIOUS YEAR OR ESTIMATED GROSS RECEIPTS FOR CURRENT FOR NEW BUSINESSES

PLEASE MAKE CHECKS PAYABLE TO CITY OF ALEXANDER CITY

Return To: CITY OF ALEXANDER CITY
LICENSE & TAX DEPT
PO BOX 552
ALEXANDER CITY, AL 35011

Contact Name SCOTTY L PRICE
FOR PUBLIC RELEASE
Email Address scotty.price@alexandercityal.gov

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

RESOLUTION

To Award Bid No. 24-02 to Taylor Corporation for the Demolition and Construction of Sugar Creek Wastewater Treatment Plant Clarifier #2 and #3 Improvements at a Cost not to Exceed \$1,640,000.00

WHEREAS, the City of Alexander City, Alabama has let bids for the demolition and construction of Sugar Creek Wastewater Treatment Plant clarifier #2 and #3; and

WHEREAS, specifications were submitted and placed on file with the City Clerk; and

WHEREAS, the invitation for bid was advertised on October 21, 2023 in the Outlook; and

WHEREAS, four (4) sealed bids were received, opened and read in public on November 6, 2023 at 2:00 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their November 20, 2023 meeting; and

WHEREAS, Taylor Corporation is the lowest responsible bidder as shown in Attachment A; and

WHEREAS, the base bid is \$995,000.00 with an alternate adder of \$645,000.00; and

WHEREAS, the city has the option to accept or reject the price for the alternate adder; and

WHEREAS, Municipal Consultants Engineering has recommended to accept the alternate adder; and

WHEREAS, said funds are to be paid from the fiscal year 2024 capital budget

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby awards bid number 24-02 to Taylor Corporation.

Item 3

City of Alexander City, Alabama
 Sugar Creek Wastewater Treatment Plant
 Clarifier #2 and #3 Improvements - Bid #24-02
 Bid Date/Time: November 6, 2023 @ 2:00 p.m.

				Taylor Corporation		J & P Construction Co., Inc.		Schmidt Environmental Construction, Inc.		Rast Construction, Inc.	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lump Sum	Clarifier #3 Improvements	\$925,000.00	\$925,000.00	\$999,000.00	\$999,000.00	\$1,006,700.00	\$1,006,700.00	\$1,656,900.00	\$1,656,900.00
2	1	Lump Sum	Mobilization	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	1	Lump Sum	Owner Directed Allowance	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
4	1	Lump Sum	Start-up and Use of Improvements and their Components	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Base Bid for Project					\$995,000.00		\$1,069,000.00		\$1,076,700.00		\$1,726,900.00

ALTERNATE ADDER TO BASE BID

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
5	1	Lump Sum	Clarifier #2 Improvements	\$645,000.00	\$645,000.00	\$842,000.00	\$842,000.00	\$744,000.00	\$744,000.00	\$1,145,000.00	\$1,145,000.00

I certify that these are the correct bids received by The City of Alexander City, Alabama for the Sugar Creek Wastewater Treatment Plant Clarifier #2 and #3 Improvements Bid #24-02 on November 6, 2023 at 2:00 p.m.

FOR PUBLIC RELEASE

Trent Turner, P.E. #33656

RESOLUTION

To Authorize the Mayor to Enter into a Lease Agreement with Family Worship Center of Alex City, a Domestic Non-Profit Corporation to be Used as the Nutrition Center

WHEREAS, the Alexander City Nutrition Center is currently utilizing space at the Central Alabama Community College (CACC); and

WHEREAS, CACC is in need of the space and has requested the city to vacate the space no later than December 31, 2023; and

WHEREAS, the Family Worship Center of Alex City, has a building located at 427 East Church Street, Alexander City which is suitable for the use by the Alexander City Nutrition Center; and

WHEREAS, the Family Worship Center of Alex City is agreeable to rent the space located at 427 East Church Street, Alexander City to the Alexander City Nutrition Center for the sum of Two Hundred & 00/100 Dollars (\$200.00) per month for an initial one (1) year term, plus utility costs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, hereby authorized the Mayor to execute the lease agreement with the Family Worship Center of Alex City as shown in Attachment "A".

ADOPTED THIS 20TH DAY OF NOVEMBER, 2023.

By: Audrey "Buffy" Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF NOVEMBER, 2023.

By: Stephanie J. Southerland,
City Clerk

STATE OF ALABAMA *

LEASE AGREEMENT

COUNTY OF TALLAPOOSA *

THIS AGREEMENT entered into this ____ day of _____, 2023, by and between **Family Worship Center of Alex City**, a domestic non-profit corporation (hereinafter referred to as "Lessor") and **The City of Alexander, City**, a municipal corporation (hereinafter referred to as "Lessee").

WITNESSETH:

1. The Lessor hereby leases unto the Lessee the following described property situated in Tallapoosa County, Alabama, to-wit:

The Family Worship Center of Alex City owns a building located at 427 East Church St., Alexander City, Alabama and is agreeable to lease to the Lessee said property for the purpose of housing the Alexander City Nutrition Center.

2. The term of this lease shall be for a one (1) year term period from January 1, 2024 to December 31, 2024. The Lessee agrees to pay the Lessor the sum of **Two Hundred & 00/100 Dollars (\$200.00)** per month due by the 10th of each month. Payments should be mailed to Family Worship Center, Attn: Tony Harris, 1676 Sewell St., Alexander City, AL 35010

3. Lessee shall pay all utilities including but not limited to water, gas, sewer, electric, internet, trash.

4. Lessor shall be responsible for normal maintenance (not associated with structural defects) and Lessee shall be responsible to keep the premises clean and sanitary.

5. Lessor and Lessee agree to indemnify and hold harmless each other from any and all suits, Court costs, attorney's fees or judgments as the result of any personal injury claim or suit arising from the use of the premises during the term of this Lease.

5. Lessee shall not sublet nor assign this lease nor the premises or any part thereof without prior express written consent of Lessor.

6. Lessee shall not alter, change, enlarge, or in any way substantially change the premises without the prior express written consent of Lessor, except, the Lessee shall install a three compartment sink in the kitchen which shall become permanent fixtures.

7. Lessee shall install locks in the office and storage room. The locks shall remain with the Lessor after lease terminates. Lessor shall provide the Lessee with five (5) keys for entrance to the building.

8. Lessor retains the right to terminate this Lease upon the breach of any covenant or agreement contained herein.

9. Lessor grants to Lessee the right to renew this lease at its termination at a term and rent to be agreed upon between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

LESSOR

FAMILY WORSHIP CENTER OF ALEX CITY / SUCCESSOR TRUSTEES

Carla Butler

Heather Jennings

Freddie Cason

Stephanie Jennings

LESSEE