



**ALEXANDER  
CITY**  
ALABAMA

## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, February 5, 2024 --- Meeting at 5:30 p.m.

**Call to Order:** Council President Colvin

**Opening Prayer:** Councilor Tapley

**Pledge of Allegiance:** Council President Pro Tempore Hardy

**Roll Call:**

**Approval of Minutes:** January 16, 2024 Work Session  
January 16, 2024 Regular Meeting

**Approval of Agenda:** February 5, 2024

**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:** None

**Proclamation:** None

**Unfinished Business:**

**ORDINANCE:** To Amend Chapter 18, Buildings and Building Regulations of the Alexander City Code of Ordinances. (Sponsored By: Mayor Baird)  
**TABLED JANUARY 16, 2024**

**RESOLUTION:** To Grant \$100,000.00 to the Imagination Station from the Sale of Sportplex Property to the Alexander City Board of Education. (Sponsored By: Councilor Chris Brown)  
**TABLED JANUARY 16, 2024**

**New Business:**

- 1. RESOLUTION:** To Rescind Resolution 23-128, Adopted on November 6, 2023 and 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. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$500,000.00 Reimbursement American Rescue Plan Act Funds for Assistance with Funding a Sewer Project for Shiner's Cove Subdivision. (Sponsored By: Mayor Baird)

**3. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$800,000.00 Reimbursement American Rescue Plan Act Funds for Assistance with Funding a Sewer Project for the Willows and Willow Point Subdivision. (Sponsored By: Mayor Baird)

**4. RESOLUTION:** To Reject Bid No. 24-04 for Police Interceptor Vehicles. (Sponsored By: Mayor Baird)

**5. RESOLUTION:** To Award Bid No. 24-05 to US Jetting, LLC for One (1) Skid Mounted Pressure Washer at a Cost not to Exceed \$81,420.00. (Sponsored By: Mayor Baird)

**6. RESOLUTION:** To Award Bid No. 24-06 to Calhoun Meter Company for Ductile Iron Pipe at a Cost not to Exceed \$29,262.24. (Sponsored By: Mayor Baird)

**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 Work Session & City Council meetings are scheduled for Tuesday, February 19, 2024 at 4:30 and 5:30 p.m.**

**ORDINANCE**

To Amend Chapter 18, Buildings and Building Regulations of the Alexander City Code of Ordinances

**BE IT ORDAINED** by the City Council of the City of Alexander City, Alabama, that Chapter 18 of the Alexander City Code of Ordinances is hereby amended as follows:

§ 18-24 – Rental Property Inspection

(d) (2) If there is no violation, the tenant shall pay an inspection fee of \$100.00 is hereby repealed.

Article II. Division 2.

Board of Adjustment should be replaced with Board of Appeals throughout Division 2.

§ 18-25 – International Property Maintenance Code 2021, Appendix B – Adopted

Article III. § 18-62 – Fire Limits

Change the word “Standard” to “International”.

Article IV. Electrical Code. Division 1 – Generally

§ 18-91 – Definitions is hereby repealed in its entirety.

Division 2. Subdivision 1. § 18-111 – Electrical inspector generally is hereby repealed in its entirety.

§ 18-115 – Appeals, the word “adjustment” should be changed to “appeals”. Subdivision II § 18-131 (a) remove the words: “by the city clerk”.

§ 18-134 – Inspections during installation, should read as follows: The electrical contractor, firm or person installing the wiring shall notify the electrical inspector at least twenty-four (24) hours in advance of the inspection. It shall be unlawful for any person to conceal, cover up or obstruct from view, or to connect for electric service, any wiring in the process of being installed, until after the same has been inspected, and permission given by the electrical inspector to do so.

§ 18-173 – Wiring methods. (1) and (3) are deleted in their entirety.

(5) remove the words “and police jurisdiction”.

(6) replace “100” with “200”

(7) 500 – 1,000 square feet 200-amp service

1,000 – 1,500 square feet 200-amp service

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

This Ordinance shall become effective upon its passage and publication as required by law.

**ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

By: Audrey “Buffy” Colvin, President  
Alexander City Council

**RESOLUTION**

To Grant \$100,000.00 to the Imagination Station from the Sale of Sportplex Property to the Alexander City Board of Education

**WHEREAS**, resolution 23-75, adopted on June 5, 2023, authorized the mayor to enter into a Memorandum of Understanding with the Alexander City Board of Education (ACBOE); and

**WHEREAS**, the City conveyed to the Board of Education property to be used for the construction of a new High School in exchange for \$600,000.00; and

**WHEREAS**, the Alex City Horse Riding Club was designated to receive \$100,000.00 from the purchase price received by the city for the purpose of Alex City Horse Riding Club to relocate its arena and facility.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby authorizes the payment of \$100,000.00 to the City of Alexander City Imagination Station project.

**ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Audrey "Buffy" Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis "Woody" Baird,  
Mayor

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

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**Stephanie Southerland**

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**From:** Kasey Kaschak  
**Sent:** Monday, January 22, 2024 1:39 PM  
**To:** Stephanie Southerland; Woody Baird  
**Subject:** FW: Questions from Council- Invoice

Stephanie,

Will you see that the information below is given to council prior to the 2/5 meeting? I will be out of town that day, but I believe the Mayor will be able to answer any questions council may have regarding the playground.

Thanks!

Kasey J. Kaschak  
Director, Parks & Recreation  
281 James D. Nabors Drive,  
Alexander City, AL 35011  
P: (256) 794-9980



**ALEXANDER  
CITY**  
ALABAMA

**From:** Jessica Hoagland <jhoagland@herculesinc.com>  
**Sent:** Monday, January 22, 2024 11:57 AM  
**To:** Kasey Kaschak <kasey.kaschak@alexandercityal.gov>  
**Subject:** Re: Questions from Council- Invoice

I would say two weeks for equipment and 1 to 2 weeks for turf installation.



**Jessica Hoagland**  
Customer Experience Manager

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D: 334-219-3409  
M: 334-296-7503  
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**From:** Kasey Kaschak <[kasey.kaschak@alexandercityal.gov](mailto:kasey.kaschak@alexandercityal.gov)>  
**Sent:** Monday, January 22, 2024 10:29:50 AM  
**To:** Jessica Hoagland <[jhoagland@herculesinc.com](mailto:jhoagland@herculesinc.com)>  
**Subject:** RE: Questions from Council- Invoice

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Also, how long will installation take after equipment arrives?

Kasey J. Kaschak  
Director, Parks & Recreation  
281 James D. Nabors Drive,  
Alexander City, AL 35011  
P: (256) 794-9980



**ALEXANDER  
CITY**  
ALABAMA

**From:** Jessica Hoagland <[jhoagland@herculesinc.com](mailto:jhoagland@herculesinc.com)>  
**Sent:** Monday, January 22, 2024 8:39 AM  
**To:** Kasey Kaschak <[kasey.kaschak@alexandercityal.gov](mailto:kasey.kaschak@alexandercityal.gov)>  
**Subject:** RE: Questions from Council- Invoice

Hi Kasey!

I am having our accounting department create another invoice for you. Hopefully, I will have that later today. Below are the answers for the council. 😊

Their questions:

How long after materials ordered will installation of equipment take? We are working to have the installation take place right after the products arrive.

Do we need to be paid up in full to order all equipment and have installed? Not at all

What work will need to be completed by the city before install? Leveling? Drains? Do ya'll just need a blank canvas to work with? We will need the grounds level and ready to go. I can have our lead installation manager come meet with you soon if you would like to start planning. I do not believe we will need drains for that area as long as there is a slope. Sawyer would be able to talk with you about that while he is onsite.

**Let me know if you need anything else, thank you!**

Jessica

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**Jessica Hoagland**  
Customer Experience Manager

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M: 334-296-7503  
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**From:** Kasey Kaschak <[kasey.kaschak@alexandercityal.gov](mailto:kasey.kaschak@alexandercityal.gov)>  
**Sent:** Wednesday, January 17, 2024 9:06 AM  
**To:** Jessica Hoagland <[jhoagland@herculesinc.com](mailto:jhoagland@herculesinc.com)>  
**Subject:** Questions from Council- Invoice

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hey Jessica,

I had a couple questions from council members last night that they would like to know more information about.

I told them about the 8-10 week lead-out time for ordering equipment. I'll send you the names and logos for the businesses that reached the toddler town buildings this week.

Their questions:

How long after materials ordered will installation of equipment take?

Do we need to be paid up in full to order all equipment and have installed?

What work will need to be completed by the city before install? Leveling? Drains? Do ya'll just need a blank canvas to work with?

I'm sure we will have others as we move forward. Council will most likely approve another 100k donation from the city on Feb. 5<sup>th</sup> council meeting.

Also, could you please send me another invoice for \$100,000 so we can pay that as well?

Best,  
Kasey J. Kaschak  
*Director, Parks & Recreation*  
281 James D. Nabors Drive,  
Alexander City, AL 35011  
P: (256) 794-9980

/

**RESOLUTION**

To Rescind Resolution 23-128, Adopted on November 6, 2023 and 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 Council of the City of Alexander City, Alabama, adopted resolution 23-128 on November 6, 2023 authorizing the mayor to enter into an agreement with the Alabama Department of Transportation (ALDOT); and

**WHEREAS**, ALDOT has revised the original agreements; and

**WHEREAS**, the City Council of the City of Alexander City, Alabama, hereby rescinds resolution 23-128; and

**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 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

---

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

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

---

**By:** Stephanie J. Southerland,  
City Clerk



**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 20<sup>TH</sup> DAY OF NOVEMBER, 2023.**

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

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**AUTHENTICATED THIS 20<sup>TH</sup> DAY OF NOVEMBER, 2023.**

*Stephanie J. Southerland*

**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

*Curtis "Woody" Baird*

**By:** Curtis "Woody" Baird,  
Mayor

Yeas: Tapley, Colvin, E. Brown, Keel

Nays: None

**RESOLUTION BOOK 23-128**

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# 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: \$ 3,936.00 the maximum payment for Phase II will not exceed \$ 7,016.00 ; and the maximum payment for Phase III will not exceed: \$ 6,809.00 , for a total fee of: \$ 17,761.00

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>2</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 162.88</u>
	Assistant Engineer	<u>8</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 307.12</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>27</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 843.48</u>
	Typist		hours	@		<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>3</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 175.89</u>
	<u>Clerical</u>	<u>2</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 48.24</u>
					Total Labor	<u>\$ 1,537.61</u>
	Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 2,040.72</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>\$ 3,578.33</u>
					(10% FIXED FEE FOR PROFIT)	<u>\$ 357.83</u>
					MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 3,936.16</u>

**Maximum Engineering Cost for Phase II**

Labor:	Engineer	<u>2</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 162.88</u>
	Assistant Engineer	<u>14</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 537.46</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>40</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 1,249.60</u>
	Typist	<u>2</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 48.24</u>
	<u>Project Manager</u>	<u>8</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 469.04</u>
	<u>Field Personnel</u>	<u>8</u>	hours	@	<u>\$ 34.18</u>	<u>\$ 273.44</u>

	Total Labor	<u>\$ 2,740.66</u>
Overhead <u>132.72%</u> (including payroll additives)		<u>\$ 3,637.40</u>
Transportation _____ miles @ <u>\$ 0.55</u>		<u>\$ 0.00</u>
Subsistence: Meals and Lodging		<u>\$ 0.00</u>
	SUB TOTAL	<u>\$ 6,378.06</u>
	(10% FIXED FEE FOR PROFIT)	<u>\$ 637.81</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING		<u>\$ 7,015.87</u>

**Maximum Engineering Cost for Phase III**

Labor:	Engineer	<u>2</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 162.88</u>
	Assistant Engineer	<u>10</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 383.90</u>
	Rodman		hours	@ _____	<u>\$ 0.00</u>
	Draftsman	<u>5</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 156.20</u>
	Inspector	<u>40</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 1,367.20</u>
	<u>Project Manager</u>	<u>8</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 469.04</u>
	<u>Clerical</u>	<u>5</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 120.60</u>
	Total Labor				<u>\$ 2,659.82</u>
Overhead <u>132.72%</u> (including payroll additives)					<u>\$ 3,530.11</u>
Transportation _____ miles @ _____					<u>\$ 0.00</u>
Subsistence: Meals and Lodging					_____
	SUB TOTAL				<u>\$ 6,189.93</u>
	(10% FIXED FEE FOR PROFIT)				<u>\$ 618.99</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING					<u>\$ 6,808.93</u>

**V. Construction Cost Estimate For Project**

The estimated relocation cost is in the amount of \$ 99,100.00 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 10<sup>th</sup> day of  
January 2024 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)

\_\_\_\_\_  
Signature

[Signature]  
Signature

Mayor  
Title

President  
Title

\_\_\_\_\_  
Witness

[Signature]  
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.

1-10-24  
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 #2 Agreement - Gas Relocations**

<b>Relocation of 6" Gas Line on SR-63 at Sta 40+50</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	6-5/8" OD Steel Pipe Laid	Linear Foot	120	90	10,800
2	6-5/8" OD Steel Pipe in Crossing	Linear Foot	120	100	12,000
3	6" Valves	Each	4	1,200	4,800
4	6" Steel Fittings	Each	7	300	2,100
5	Roadway Bore/Crossing (Steel Casing Installed)	Linear Foot	120	300	36,000
6	Casing Vents	Each	2	500	1,000
7	2" Bypass Line for Connections	Linear Foot	240	25	6,000
8	Connections To Gas Line	Each	2	10,000	20,000
9	Testing, Disinfection, Flushing, Etc.	Each	1	4,000	4,000
10	Grout Fill of Existing 6"	Linear Foot	120	20	2,400
<b>TOTAL</b>					<b>\$99,100</b>

<b>Phase I Engineering</b>	<b>\$3,936</b>
<b>Phase II Engineering</b>	<b>\$7,016</b>
<b>Phase III Engineering</b>	<b>\$6,809</b>
<b>Total Engineering and Construction</b>	<b>\$116,861</b>

# 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: \$ 24,532.00 the maximum payment for Phase II will not exceed \$ 49,020.00 ; and the maximum payment for Phase III will not exceed: \$ 36,441.00 , for a total fee of: \$ 109,993.00

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>15</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 1,221.60</u>
	Assistant Engineer	<u>65</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 2,495.35</u>
	Rodman		hours	@	<u>\$ 0.00</u>
	Draftsman	<u>120</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 3,748.80</u>
	Typist		hours	@	<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>32</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 1,876.16</u>
	<u>Clerical</u>	<u>10</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 241.20</u>
				Total Labor	<u>\$ 9,583.11</u>
	Overhead	<u>132.72%</u>	(including payroll additives)		<u>\$ 12,718.70</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>\$ 22,301.81</u>
				(10% FIXED FEE FOR PROFIT)	<u>\$ 2,230.18</u>
				MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 24,531.99</u>

**Maximum Engineering Cost for Phase II**

Labor:	Engineer	<u>20</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 1,628.80</u>
	Assistant Engineer	<u>76</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 2,917.64</u>
	Rodman		hours	@	<u>\$ 0.00</u>
	Draftsman	<u>260</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 8,122.40</u>
	Typist	<u>20</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 482.40</u>
	<u>Project Manager</u>	<u>44</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 2,579.72</u>
	<u>Field Personnel</u>	<u>100</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 3,418.00</u>

	Total Labor	<u>\$ 19,148.96</u>
Overhead <u>132.72%</u> (including payroll additives)		<u>\$ 25,414.50</u>
Transportation _____ miles @ <u>\$ 0.55</u>		<u>\$ 0.00</u>
Subsistence: Meals and Lodging		<u>\$ 0.00</u>
	SUB TOTAL	<u>\$ 44,563.46</u>
	(10% FIXED FEE FOR PROFIT)	<u>\$ 4,456.35</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING		<u>\$ 49,019.81</u>

**Maximum Engineering Cost for Phase III**

Labor:	Engineer	<u>5</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 407.20</u>
	Assistant Engineer	<u>40</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 1,535.60</u>
	Rodman	_____	hours	@ _____	<u>\$ 0.00</u>
	Draftsman	<u>20</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 624.80</u>
	Inspector	<u>300</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 10,254.00</u>
	<u>Project Manager</u>	<u>20</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 1,172.60</u>
	<u>Clerical</u>	<u>10</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 241.20</u>
	Total Labor				<u>\$ 14,235.40</u>
Overhead <u>132.72%</u> (including payroll additives)					<u>\$ 18,893.22</u>
Transportation _____ miles @ _____					<u>\$ 0.00</u>
Subsistence: Meals and Lodging					_____
	SUB TOTAL				<u>\$ 33,128.62</u>
	(10% FIXED FEE FOR PROFIT)				<u>\$ 3,312.86</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING					<u>\$ 36,441.49</u>

**V. Construction Cost Estimate For Project**

The estimated relocation cost is in the amount of \$ 744,200.00 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 3<sup>rd</sup> day of  
January 2024 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**

**President**

Title

Title

**FOR PUBLIC RELEASE**

Witness

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.

1-3-24

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 #2 Agreement**

<b>#1</b>					
<b>Relocation of 6" and 8" Water Line on SR-63 From Sta 22+00 to Sta 41+00</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
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
<b>TOTAL</b>					<b>\$444,960</b>

<b>#4</b>					
<b>Removal of Gravity Line, Installation of New Pump Station and Force Main</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
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
<b>TOTAL</b>					<b>\$102,000</b>

<b>#5</b>					
<b>Relocation of 10" PVC Force Main from Sta 24+30 to Sta 28+40 on SR-63</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
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
<b>TOTAL</b>					<b>\$127,240</b>

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

**Total Projects Construction Cost** **\$744,200**

**Phase I Engineering** **\$24,532**

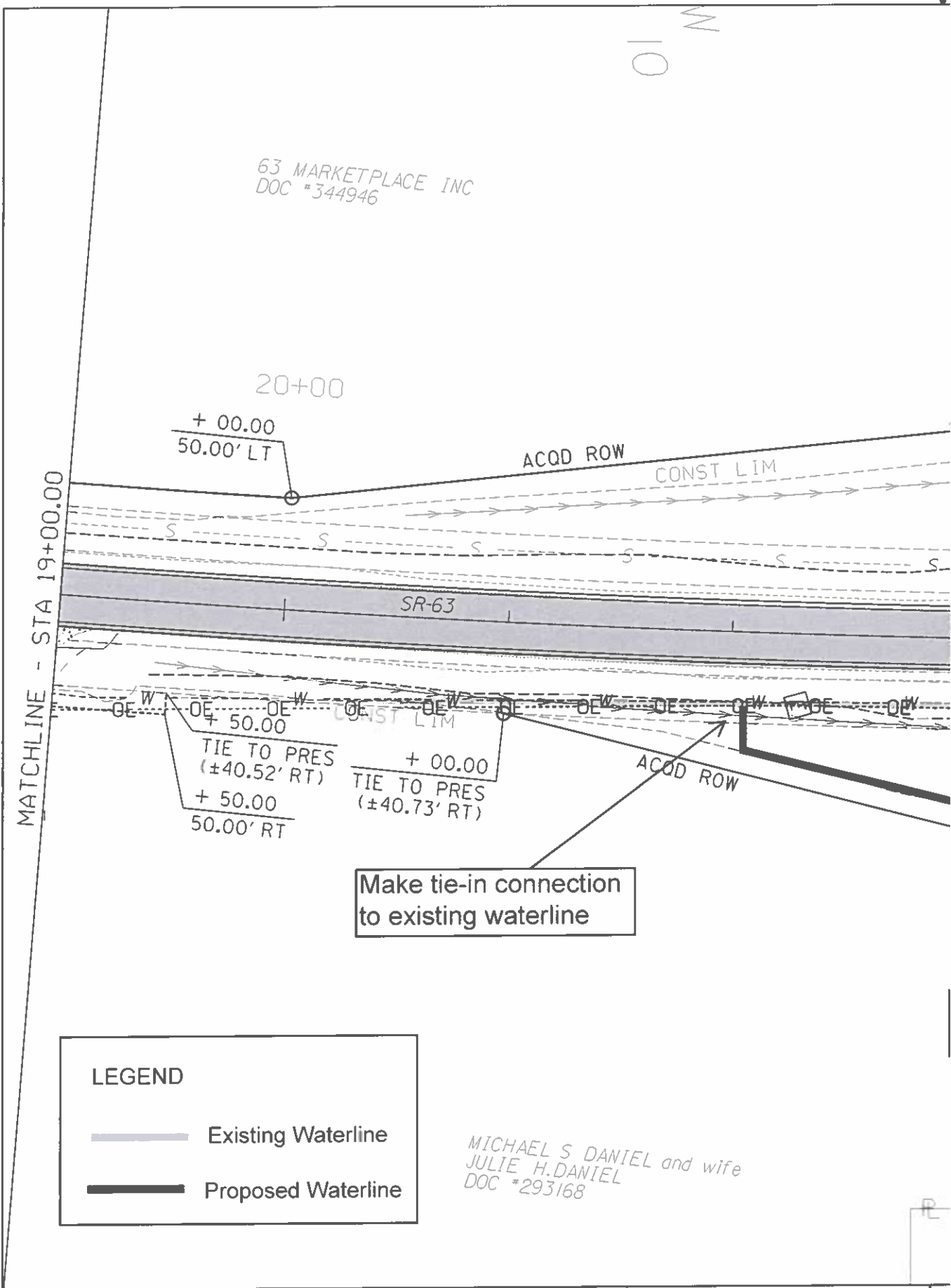
**Phase II Engineering** **\$49,020**

**Phase III Engineering** **\$36,441**

**Total Engineering and Construction** **\$854,193**

10 M

63 MARKETPLACE INC  
DOC #344946



**LEGEND**

- Existing Waterline
- Proposed Waterline

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

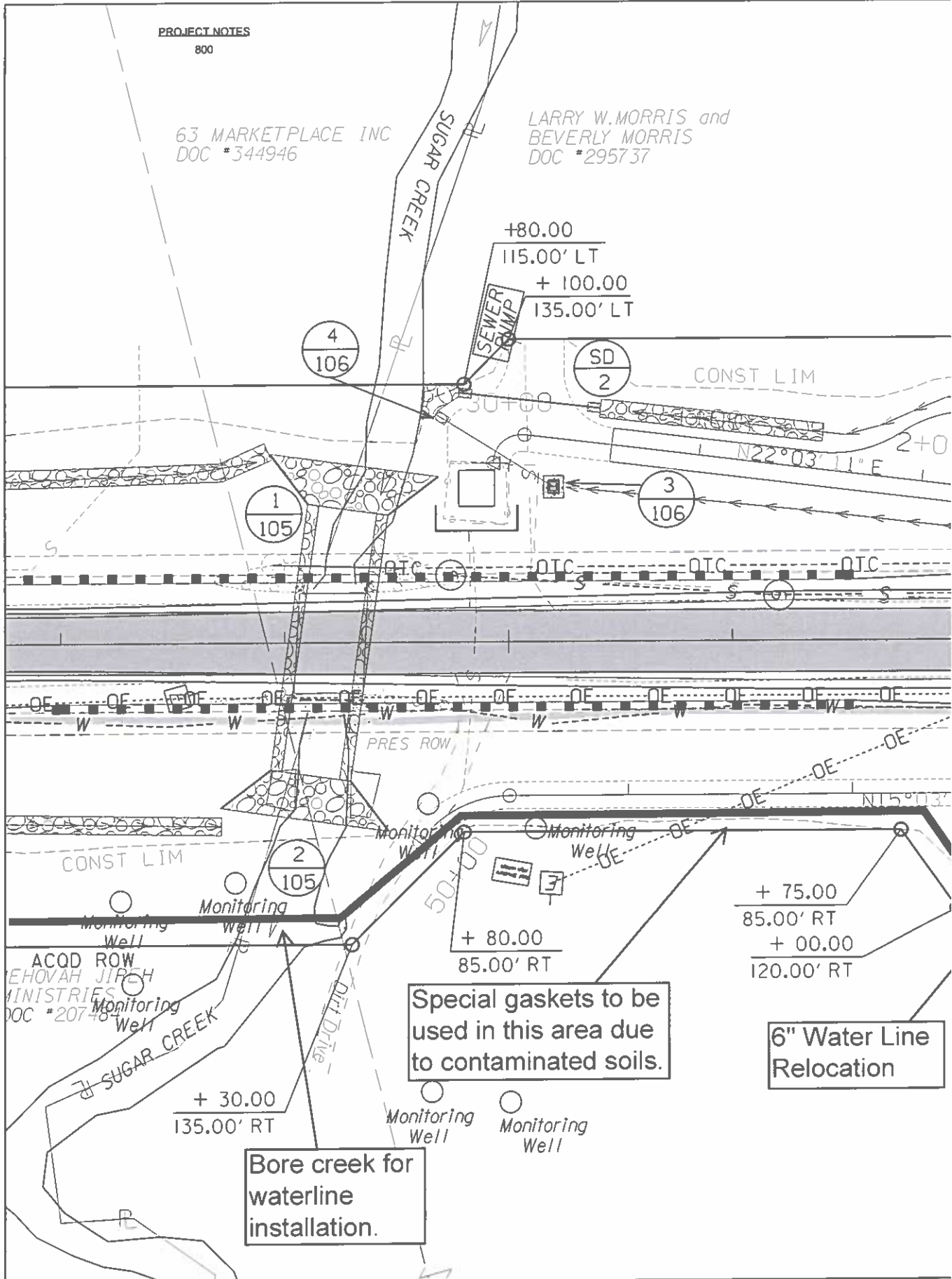
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	

PROJECT NOTES  
800

63 MARKETPLACE INC  
DOC #344946

LARRY W. MORRIS and  
BEVERLY MORRIS  
DOC #295737

MATCHLINE - STA 27+75.00



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	

PROJECT NOTES  
800

#1



PROPERTY  
DEVELOPMENT, LLC  
3664

ALEX CITY DEVELOPMENT, LLC  
DOC # 373670

Utiliz  
valve  
conn

MATCHLINE - STA 36+75.00

0.00  
8.20

0.00  
0' LT

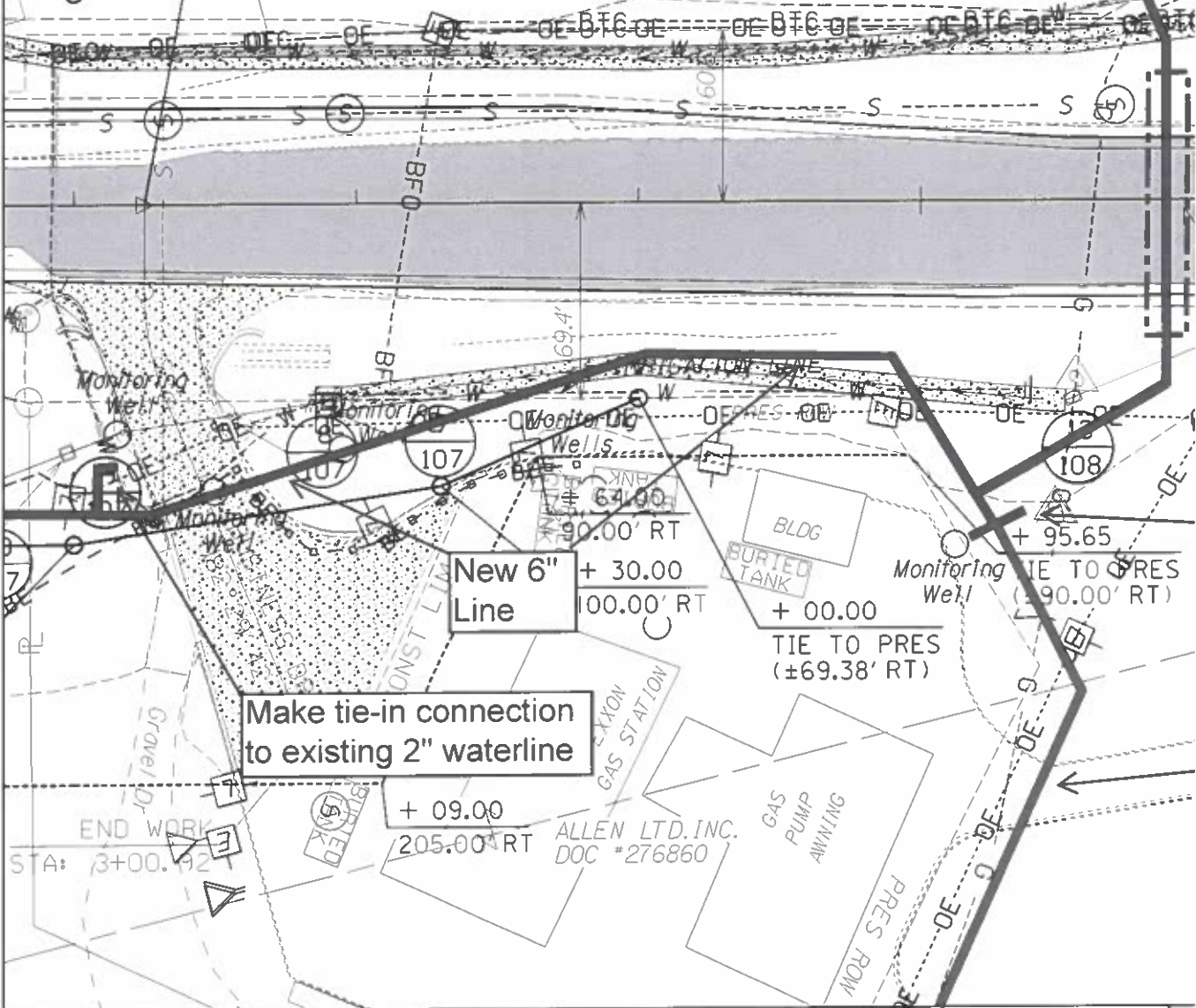
SR-63 STA: 37+25.00  
BUSINESS DR. STA: 1+00.00

ACQD ROW

Make tie-in connection  
to existing 6" waterline

40+00

82.28  
PRES  
(±75.00' LT)



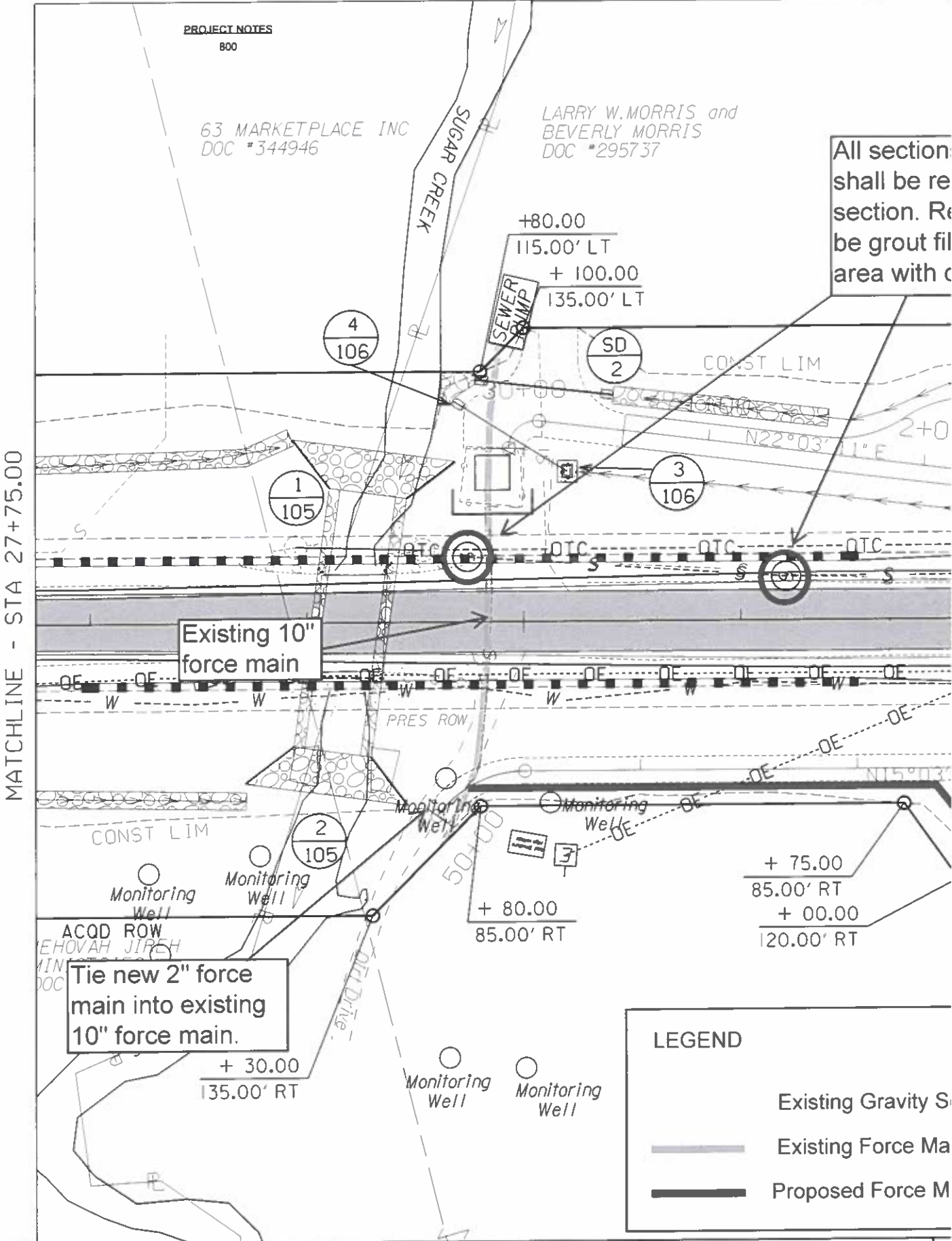
New 6"  
Line

Make tie-in connection  
to existing 2" waterline

+ 30.00  
+ 00.00  
TIE TO PRES  
(±69.38' RT)

+ 09.00  
205.00' RT  
ALLEN LTD, INC.  
DOC #276860

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	



MATCHLINE - STA 27+75.00

LEGEND	
	Existing Gravity S
	Existing Force Ma
	Proposed Force M

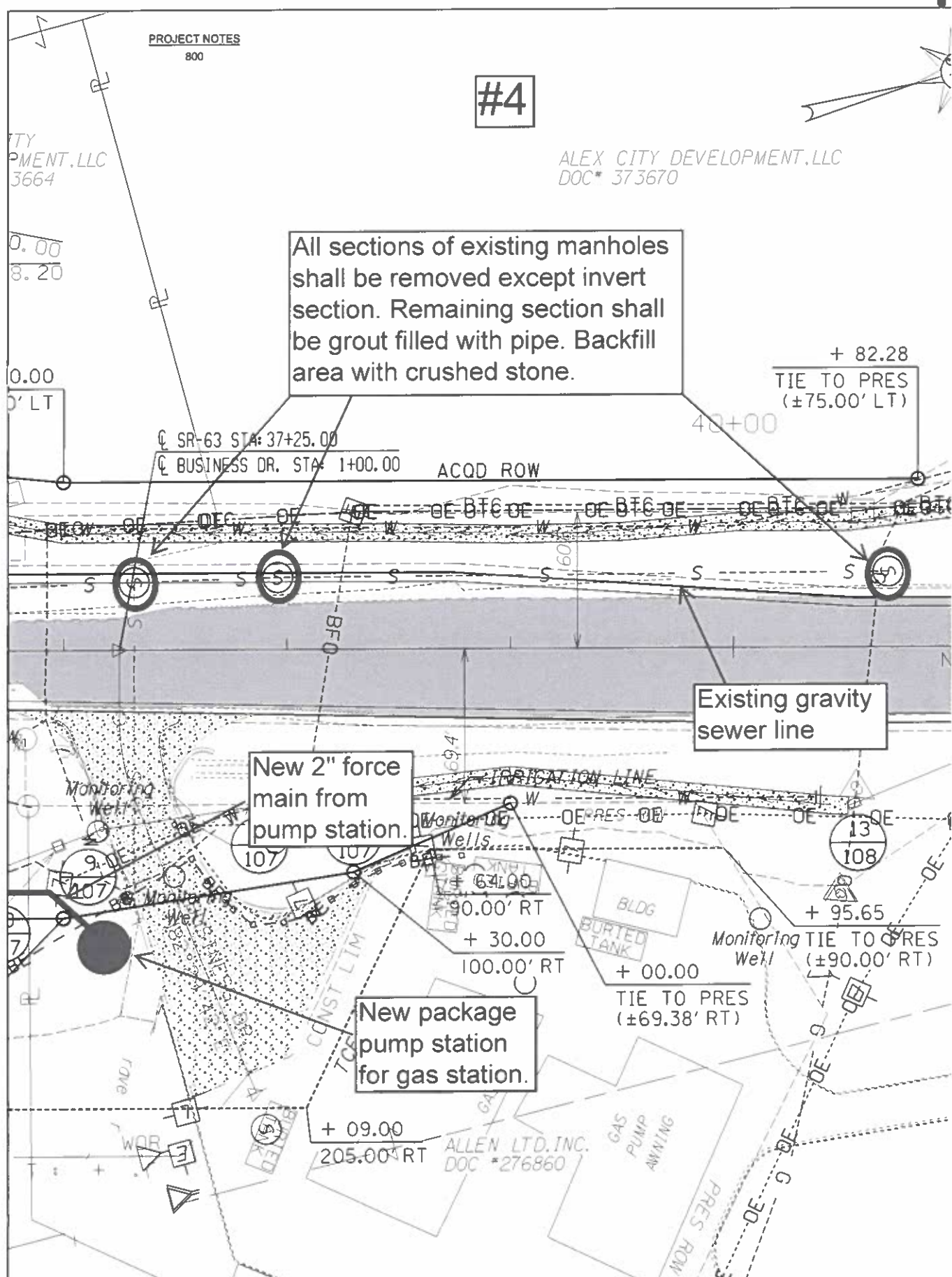
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	

PROJECT NOTES  
800

#4

ALEX CITY DEVELOPMENT, LLC  
DOC# 373670

MATCHLINE - STA 36+75.00

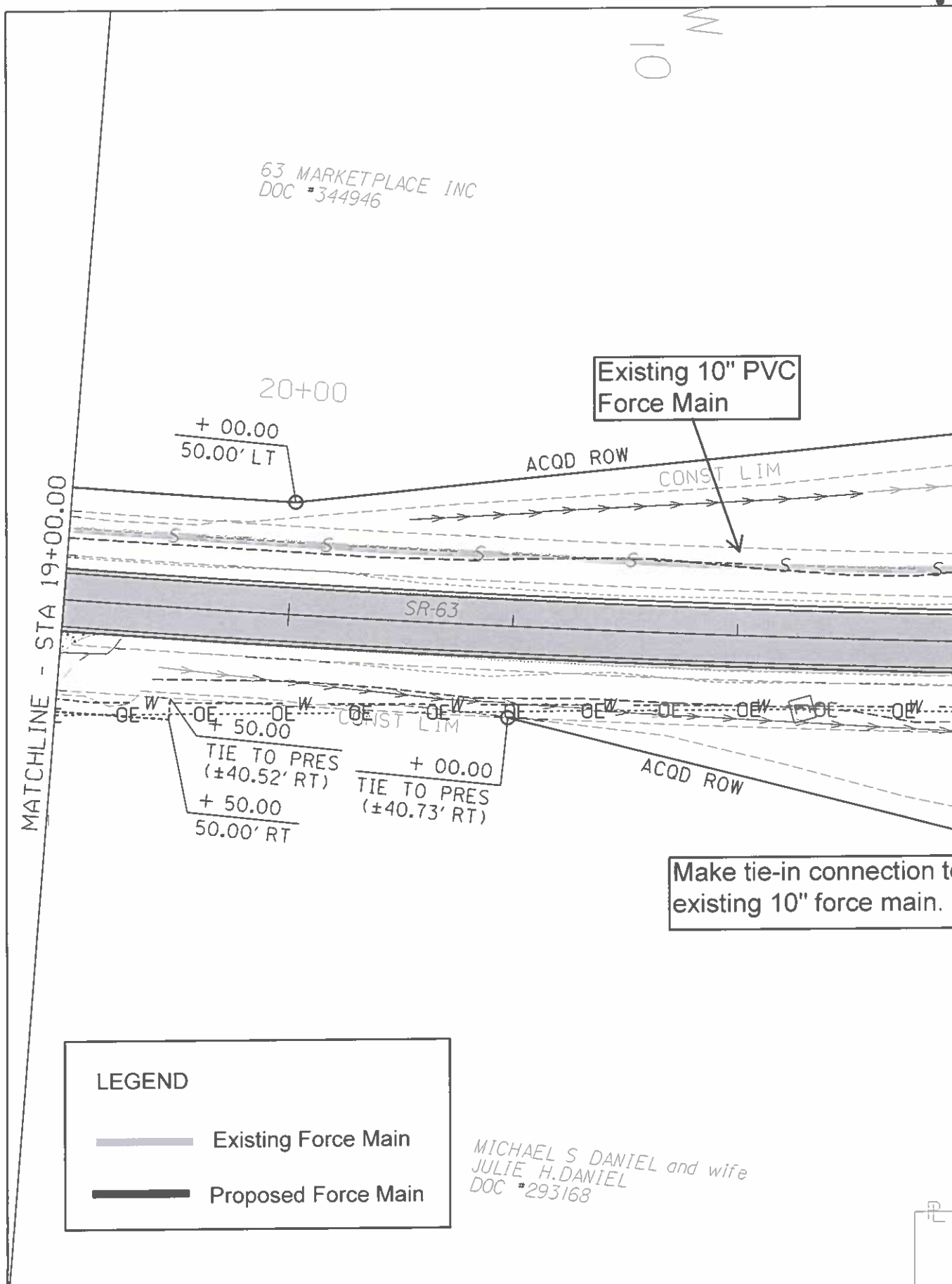


RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	



10' N

63 MARKETPLACE INC  
DOC #344946



**LEGEND**

- Existing Force Main
- Proposed Force Main

Make tie-in connection to existing 10" force main.

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

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	

PROJECT NOTES  
800

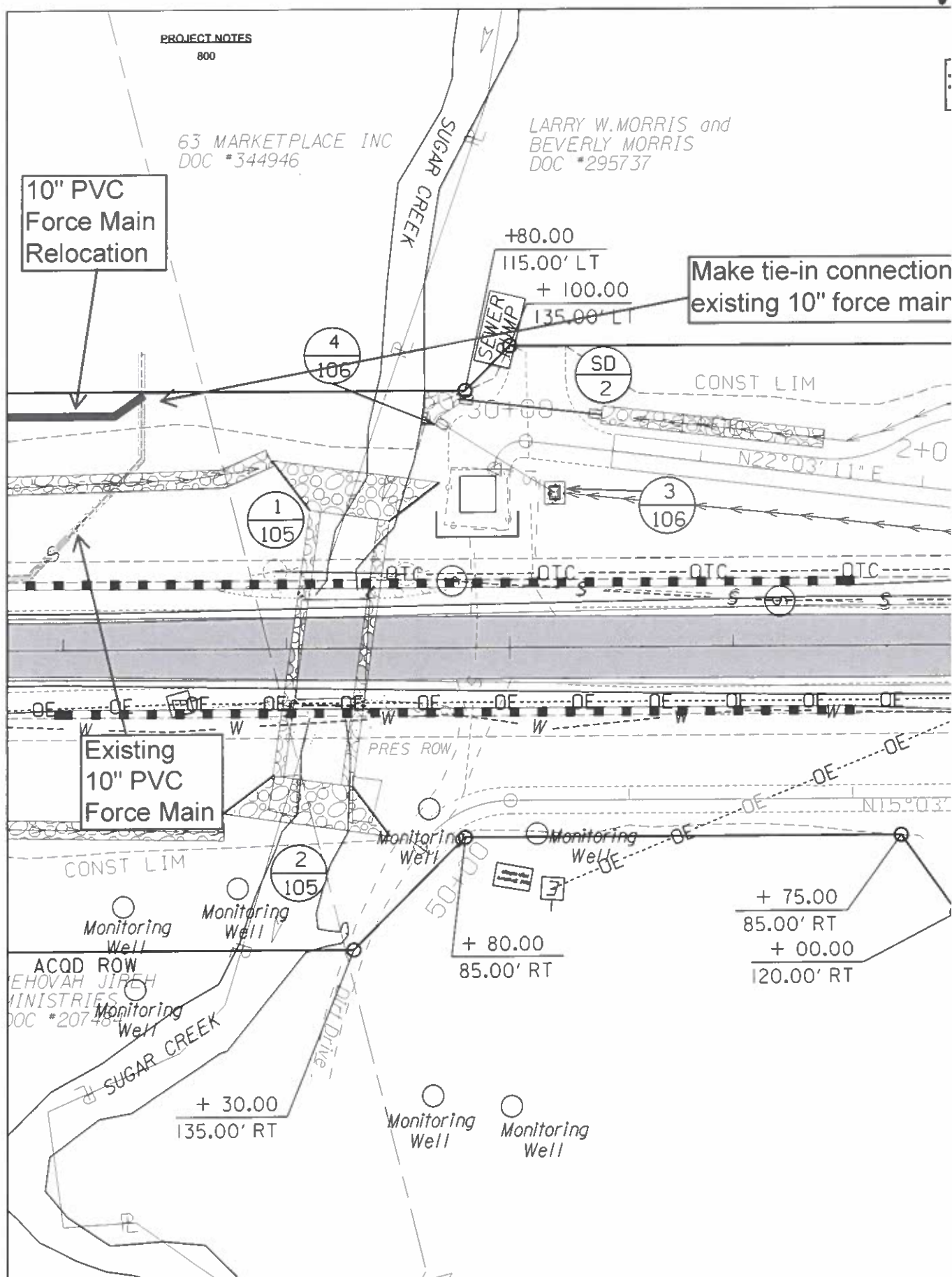
63 MARKETPLACE INC  
DOC #344946

LARRY W. MORRIS and  
BEVERLY MORRIS  
DOC #295737

10" PVC  
Force Main  
Relocation

Make tie-in connection  
existing 10" force main

MATCHLINE - STA 27+75.00



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PL
DATE:	DATE:	DATE:	

# 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: \$ 31,423.00 the maximum payment for Phase II will not exceed \$ 61,916.00 ; and the maximum payment for Phase III will not exceed: \$ 47,234.00 , for a total fee of: \$ 140,573.00

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>14</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 1,140.16</u>
	Assistant Engineer	<u>76</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 2,917.64</u>
	Rodman		hours	@	<u>\$ 0.00</u>
	Draftsman	<u>184</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 5,748.16</u>
	Typist		hours	@	<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>38</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 2,227.94</u>
	<u>Clerical</u>	<u>10</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 241.20</u>
				Total Labor	<u>\$ 12,275.10</u>
	Overhead	<u>132.72%</u>	(including payroll additives)		<u>\$ 16,291.51</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>\$ 28,566.61</u>
				(10% FIXED FEE FOR PROFIT)	<u>\$ 2,856.66</u>
				<b>MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING</b>	<u><b>\$ 31,423.27</b></u>

**Maximum Engineering Cost for Phase II**

Labor:	Engineer	<u>26</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 2,117.44</u>
	Assistant Engineer	<u>104</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 3,992.56</u>
	Rodman		hours	@	<u>\$ 0.00</u>
	Draftsman	<u>337</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 10,527.88</u>
	Typist	<u>40</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 964.80</u>
	<u>Project Manager</u>	<u>54</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 3,166.02</u>
	<u>Field Personnel</u>	<u>100</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 3,418.00</u>

	Total Labor	<u>\$ 24,186.70</u>
Overhead <u>132.72%</u> (including payroll additives)		<u>\$ 32,100.59</u>
Transportation _____ miles @ <u>\$ 0.55</u>		<u>\$ 0.00</u>
Subsistence: Meals and Lodging		<u>\$ 0.00</u>
	SUB TOTAL	<u>\$ 56,287.29</u>
	(10% FIXED FEE FOR PROFIT)	<u>\$ 5,628.73</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING		<u>\$ 61,916.02</u>

**Maximum Engineering Cost for Phase III**

Labor:	Engineer	<u>6</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 488.64</u>
	Assistant Engineer	<u>46</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 1,765.94</u>
	Rodman	_____	hours	@ _____	<u>\$ 0.00</u>
	Draftsman	<u>34</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 1,062.16</u>
	Inspector	<u>410</u>	hours	@ <u>\$ 34.18</u>	<u>\$ 14,013.80</u>
	<u>Project Manager</u>	<u>15</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 879.45</u>
	<u>Clerical</u>	<u>10</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 241.20</u>
	Total Labor				<u>\$ 18,451.19</u>
Overhead <u>132.72%</u> (including payroll additives)					<u>\$ 24,488.42</u>
Transportation _____ miles @ _____					<u>\$ 0.00</u>
Subsistence: Meals and Lodging					_____
	SUB TOTAL				<u>\$ 42,939.61</u>
	(10% FIXED FEE FOR PROFIT)				<u>\$ 4,293.96</u>
MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING					<u>\$ 47,233.57</u>

**V. Construction Cost Estimate For Project**

The estimated relocation cost is in the amount of \$ 1,049,660.00 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 3<sup>rd</sup> day of  
January 2024 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  
**Mayor**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
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.

1-3-24  
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**

<b>#2</b>					
<b>Relocation of 30" Effluent Force Main From Sta 30+00 to Sta 35+50 on SR-63</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
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	48 Inch Steel Encasement Pipe, Type I Installation **	Linear Foot	160	1,000	160,000
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
<b>TOTAL</b>					<b>\$908,900</b>

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

\*\* Material Cost for Casing is \$495/LF.

<b>#3</b>					
<b>Relocation of 10" Force Main at Sta 29+80 on SR-63</b>					
<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
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	18 Inch Steel Encasement Pipe, Type I Installation	Linear Foot	140	200	28,000
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
<b>TOTAL</b>					<b>\$140,760</b>

**Total Projects Construction Cost** **\$1,049,660**

**Phase I Engineering** **\$31,423**

**Phase II Engineering** **\$61,916**

**Phase III Engineering** **\$47,234**

**Total Engineering and Construction** **\$1,190,233**

2

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$500,000.00 Reimbursement American Rescue Plan Act Funds for Assistance with Funding a Sewer Project for Shiner’s Cove Subdivision

**WHEREAS**, the Tallapoosa County Commission (County) at its regular meeting on January 8, 2024 adopted a resolution authorizing the release of \$500,000.00 to the City of Alexander City (City); and

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) award under the American Rescue Plan Act (ARPA funds); and

**WHEREAS**, the County may use ARPA revenue replacement funds for government services; and

**WHEREAS**, in accordance with the provision of § 11-80-5, Code of Alabama, 1975, both the County and City are authorized to establish and furnish recreational, social and cultural facilities, services and programs; and

**WHEREAS**, the city is planning to expand sewer services for residential growth and to avert sewage from entering Lake Martin; and

**WHEREAS**, the city wishes to enter into an agreement, as shown in Attachment A, with the County setting forth the terms and conditions governing the distribution of these funds and their use by the city.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to enter into said agreement with the Tallapoosa County Commission.

**ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Audrey “Buffy” Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird,  
Mayor

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**SERVICES AGREEMENT  
BETWEEN  
TALLAPOOSA COUNTY, ALABAMA  
AND  
CITY OF ALEXANDER CITY, ALABAMA  
FOR**

**American Rescue Plan Act Revenue Replacement Funding  
for Project Development Shriners Cove**

THIS AGREEMENT (the "Agreement") entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Tallapoosa County, Alabama (the "County") and the City of Alexander City, Alabama (the "City"), a municipality, (collectively, the "Parties").

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"); and

**WHEREAS**, in accordance with the final rule issued by Treasury on January 6, 2022, the County has duly elected to take the standard allowance of revenue replacement funds of up to \$10,000,000 of its ARPA funds not to exceed its total award of ARPA funds ("ARPA revenue replacement funds"); and

**WHEREAS**, the County may use ARPA revenue replacement funds for government services; and

**WHEREAS**, in accordance with the provision of § 11-80-5, Code of Alabama 1975, the County is authorized to furnish recreational, social, and cultural services and programs, which may be furnished by agreement with such public or private agencies as may be determined by such governing bodies as necessary or desirable; and

**WHEREAS**, the City is planning to expand water and sewer infrastructure in the Wind Creek Farms Area located on Hwy 63 South for housing development; and

**WHEREAS**, the County wishes to partner with the City in the implementation of the development; and

**WHEREAS**, on January 08, 2024, the County allocated up to \$500,000 of its ARPA revenue replacement funds to be provided to the City to be used for the water and sewer access that is necessary for the implementation of the housing development program; and

**WHEREAS**, the County has determined that the allocation of these funds and expenditure for the purposes described herein will serve a public purpose; and

**WHEREAS**, the County wishes to enter into an agreement with the City setting forth the terms and conditions governing the distribution to and expenditure of these funds by City in furtherance of the water and sewer infrastructure program.

**NOW, THEREFORE**, it is agreed between the parties hereto that:

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**I. PURPOSE AND GOAL OF FUNDING PROJECT**

The purpose and goal of this funding project (the "project") is to assist in the implementation of a water and sewer infrastructure program to be operated by the City through providing funds to be used for the purchase of equipment that is necessary for the implementation of the program.

**II. TERMS AND CONDITIONS OF AGREEMENT**

**A. Competitive Procurement**

1. Contracts for goods and services that are reasonably necessary for the City to complete the project shall be entered into in a manner consistent with the provisions of Alabama bid laws for the letting of public works contracts as provided in Title 39 of the Code of Alabama 1975 or, in the case of the acquisition of goods and services not subject to Title 39, in a manner consistent with competitive requirements set forth in Title 14, Chapter 16 of the Code of Alabama 1975.
2. Should the cost of any good and service necessary for the completion of the project fail to exceed competitive bidding thresholds under state law, prior to purchase such good or service, the City will obtain at least three written quotes.

**B. Compliance with Applicable Provisions of the ARPA Award Terms and Conditions**

Activities and expenditures funded pursuant to this Agreement with ARPA revenue replacement funds must comply with any rules and regulations, and other terms and conditions applicable to the use of ARPA revenue replacement funds. These terms and conditions are included in Attachment A to this Agreement. Recipient certifies that the activities and expenditures carried out under this Agreement will meet these terms and conditions.

**C. Period of Performance**

1. The period of performance for this Agreement shall begin on the date of execution of the Agreement by both parties, and shall end upon the completion of the project.
2. At a minimum, however, all activities and expenditures related to the funds available under this Agreement must comply with the period of performance as outlined by Treasury including, but not limited to:
  - a. **All funds must be obligated by December 31, 2024;**
  - b. All funds spent by December 31, 2026;
  - c. Project costs incurred prior to March 3, 2021, are ineligible;
  - d. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

**III. Project Milestones and Implementation Schedule**

The Recipient shall make all reasonable efforts to comply with the following schedule for the implementation and completion of the project:

2

Milestone	Anticipated Completion Date
Competitive procurement process, i.e., issuance of invitation(s) to bid or	
Finalization of purchase agreement(s)	
Delivery and installation of all equipment to be purchased with funds provided pursuant to this Agreement	

**IV. Oversight and Reporting**

At a minimum, oversight will include the following:

1. The City must provide notice to the County as soon as practical of all issues or potential factors expected to inhibit the City from carrying out its obligations under this Agreement, as well as a plan to mitigate any concerns.
2. Once per month during the period of performance, the City will provide a status update in writing to the Project Monitor as to the progress of the project.

**V. Project and Expenditure Reports**

The City shall provide project and expenditure information as requested by the County in support of the County's obligation to provide a Project and Expenditure Report, including any programmatic information required under the Treasury's Compliance and Reporting Guidelines.

**VI. BUDGET**

Costs Covered by this Agreement: \$500,000.00

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the City.

**VII. PAYMENT TERMS AND PROCEDURES**

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$500,000.00. Any other funding necessary to the completion of the project shall be the sole responsibility of the City.
- B. The City may apply to the County for distribution of funds to cover reasonable and necessary project expenditures obligated on or before December 31, 2024, upon the timely presentation of related invoices and submission of documentation evidencing compliance with applicable competitive procurement requirements as set forth in this Agreement.

2

- C. County will distribute funds to the City based upon the invoices presented, subject to the exercise of due diligence to determine compliance the County's policies and procedures and the terms and conditions of this Agreement.
- D. Submission of an invoice as provided in this section shall be deemed untimely if it is not submitted in a reasonably sufficient time for the County to review and verify the submission and process payment ahead of the end of the ARPA period of performance on December 31, 2026.

**VIII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

County  
 Blake Beck, County Administrator  
 Project Monitor  
 Tallapoosa County, Alabama  
 125 North Broadnax Street Rm 131  
 Dadeville, AL 36853

City  
 Curtis Baird, Mayor  
 City of Alexander City, Alabama  
 281 James D. Nabors Drive  
 Alexander City, AL 35010  
 256.329.6730  
 woody.baird@alexandercityal.gov

**FOR PUBLIC RELEASE**

**IX. GENERAL CONDITIONS**

**A. General Compliance**

The Parties agree to comply with all applicable federal, state, and local laws, policies, and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) funds granted to the County, which in accordance with Treasury's final rule have been designated as revenue replacement funds. As such, the Parties agree to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

**B. Suspension and Debarment**

The City certifies that it is eligible to receive federal funds and it is not debarred or suspended from doing so.

**C. Immigration Law**

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Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of Chapter 13 of Title 31, Code of Alabama 1975, imposes conditions on the award of contracts by the County. The City agrees to fully comply with any applicable provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

D. Boycott Certificate

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The City must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

E. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The City shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

A. Prohibition on the Town Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in the City to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the City is an agent of the Commission.

F. Hold Harmless

The City shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the City's performance or nonperformance of the services or subject matter called for in this Agreement.

G. Liability

The City agrees to repay to County funds equal to the amount of ARPA funds provided to the City by the County, plus interest, which the County has determined that the City's agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of ARPA revenue replacement funds. This provision shall be in addition to, and shall not be deemed to waive, any rights or remedies of the County under the law.

H. Amendments

1. The County or City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate



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this Agreement, nor relieve or release either the County or City from its obligations under this Agreement.

- 2. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both County and City.

I. Suspension or Termination

- 1. The County may suspend or terminate this Agreement if the City materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, and ARPA guidelines, policies, or directives as are applicable at any time;
  - b. Failure, for any reason, of the City to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by the City to the County reports that are incorrect or incomplete in any material respect.

In the event the Agreement is terminated pursuant to this paragraph, the City shall reimburse the County for any amounts already paid pursuant to this Agreement.

- 2. This Agreement may also be terminated upon mutual agreement of the parties.
- 3. This Agreement may also be terminated by either the County or the City, in whole or in part, including for convenience, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

X. LICENSURE REQUIREMENTS

The City certifies that it is currently and throughout the period of performance of this Agreement will remain in compliance with applicable licensure requirements and shall ensure that any contractors or subcontractors performing work on the project are in compliance with applicable licensing requirements.

XI. EXPENDITURES

- A. The City certifies that funds awarded pursuant to this Agreement shall be expended only on goods and services reasonably necessary to meet the purpose and goals of the project.

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- B. The City certifies that it will not expend any portion of the funds awarded pursuant to this Agreement on expenditures prohibited by the Final Rule, including the following:
1. Deposits into pension funds;
  2. Debt service;
  3. Replenishment of financial reserves;
  4. Expenditures for programs or activities that undermine the practices included in the Centers for Disease Control's guidelines and recommendations for stopping the spread of COVID-19;
  5. Expenditures in violation of the terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement, see Attachment A; and
  6. Expenditures for programs or activities in violation of state, federal, or local laws.

**XII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

The City agrees to undertake financial management measures necessary to separately account for expenditure of funds awarded pursuant to this Agreement.

B. Documentation and Record Keeping

1. **Records to be Maintained:** The City shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records demonstrating compliance with the terms of this Agreement;
  - b. Financial records demonstrating the purpose and amount of expenditures of the funds awarded pursuant to this Agreement;
  - c. Documentation demonstrating compliance with competitive procurement requirements set forth in this Agreement; and
  - d. Documentation demonstrating compliance with terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement. See Attachment A.
2. **Retention Period:** The City shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.
3. **Audits and Inspections:** All records of the City with respect to any matters covered by this Agreement shall be made available to the County or any of its authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within

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thirty (30) days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

**XIII. CONDUCT**

**A. Assignability**

The City shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

**B. Conflict of Interest**

No employee, officer, or agent of the City shall participate in the selection, or in the award or administration, of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

**C. Lobbying**

1. The City certifies that funds provided pursuant to this Agreement will not be used for any direct or indirect payments for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
2. The City certifies that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

**D. Religious Activities**

The City agrees that funds provided under this Agreement will not be utilized for inherently religious activities.

**E. Employment Restrictions: Prohibited Activity**

The City is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**F. Subcontracts**

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3. Approvals: The City shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.
4. Monitoring: The City will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
5. Content: The City will ensure that all terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement, see Attachment A, as well as applicable provisions of the Civil Rights Act, specifically or by reference, are included in every contract or purchase order pursuant to which funds will be expended or reimbursed under this Agreement so that such provisions will be binding upon each of its contractors.
6. Selection Process: The City shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements under federal and state law. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
7. Licenses: All subcontractors engaged in the project shall be fully qualified and properly licensed under state and local law to perform such services. The City shall ensure that all prime subcontractors are insured in accordance with state, local and federal requirements.

**XIV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**XV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XVI. WAIVER**

The County's failure to act with respect to a breach by the City does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVII. ENTIRE AGREEMENT**

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ATTACHMENT A: TERMS AND CONDITIONS FOR AWARD OF  
ARPA REVENUE REPLACEMENT FUNDS

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
6. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
7. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
8. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

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9. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  
10. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
  - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
  - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
    - i. to the affected employee for the employee's unpaid wages; and
    - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$800,000.00 Reimbursement American Rescue Plan Act Funds for Assistance with Funding a Sewer Project for the Willows and Willow Point Subdivision

**WHEREAS**, the Tallapoosa County Commission (County) at its regular meeting on January 8, 2024 adopted a resolution authorizing the release of \$800,000.00 to the City of Alexander City (City); and

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) award under the American Rescue Plan Act (ARPA funds); and

**WHEREAS**, the County may use ARPA revenue replacement funds for government services; and

**WHEREAS**, in accordance with the provision of § 11-80-5, Code of Alabama, 1975, both the County and City are authorized to establish and furnish recreational, social and cultural facilities, services and programs; and

**WHEREAS**, the City is planning to avert sewage from entering Lake Martin; and

**WHEREAS**, the city wishes to enter into an agreement, as shown in Attachment A, with the County setting forth the terms and conditions governing the distribution of these funds and their use by the city.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to enter into said agreement with the Tallapoosa County Commission.

**ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Audrey “Buffy” Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird,  
Mayor

Yeas:

**SERVICES AGREEMENT  
BETWEEN  
TALLAPOOSA COUNTY, ALABAMA  
AND  
CITY OF ALEXANDER CITY, ALABAMA  
FOR**

**American Rescue Plan Act Revenue Replacement Funding  
for Project Development Willow Point and Willows**

THIS AGREEMENT (the "Agreement") entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Tallapoosa County, Alabama (the "County") and the City of Alexander City, Alabama (the "City"), a municipality, (collectively, the "Parties").

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"); and

**WHEREAS**, in accordance with the final rule issued by Treasury on January 6, 2022, the County has duly elected to take the standard allowance of revenue replacement funds of up to \$10,000,000 of its ARPA funds not to exceed its total award of ARPA funds ("ARPA revenue replacement funds"); and

**WHEREAS**, the County may use ARPA revenue replacement funds for government services; and

**WHEREAS**, in accordance with the provision of § 11-80-5, Code of Alabama 1975, the County is authorized to establish and furnish recreational, social, and cultural services and programs, which may be furnished with such public or private agencies as may be determined by such governing bodies as necessary or desirable; and

**WHEREAS**, the City is planning to expand the sewer infrastructure to the Willow Point and Willows area located on Hwy 63 South; and

**WHEREAS**, the County wishes to partner with the City in the implementation of the development; and

**WHEREAS**, on January 08, 2024, the County allocated up to \$800,000 of its ARPA revenue replacement funds to be provided to the City to be used for the sewer access that is necessary for the implementation of the current housing development program; and

**WHEREAS**, the County has determined that the allocation of these funds and expenditure for the purposes described herein will serve a public purpose; and

**WHEREAS**, the County wishes to enter into an agreement with the City setting forth the terms and conditions governing the distribution to and expenditure of these funds by City in furtherance of the sewer infrastructure program.

**NOW, THEREFORE**, it is agreed between the parties hereto that:



I. PURPOSE AND GOAL OF FUNDING PROJECT

The purpose and goal of this funding project (the "project") is to assist in the implementation of a sewer infrastructure program to be operated by the City through providing funds to be used for the purchase of equipment that is necessary for the implementation of the program.

II. TERMS AND CONDITIONS OF AGREEMENT

A. Competitive Procurement

- 1. Contracts for goods and services that are reasonably necessary for the City to complete the project shall be entered into in a manner consistent with the provisions of Alabama bid laws for the letting of public works contracts as provided in Title 39 of the Code of Alabama 1975 or, in the case of the acquisition of goods and services not subject to Title 39, in a manner consistent with competitive requirements set forth in Title 14, Chapter 16 of the Code of Alabama 1975.
- 2. Should the cost of any good and service necessary for the completion of the project fail to exceed competitive bidding thresholds under state law, prior to purchase such good or service, the City will obtain at least three written quotes.

B. Compliance with Applicable Provisions of the ARPA Award Terms and Conditions

Activities and expenditures funded pursuant to this Agreement with ARPA revenue replacement funds must comply with any rules and regulations, and other terms and conditions applicable to the use of ARPA revenue replacement funds. These terms and conditions are included in Attachment A to this Agreement. Recipient certifies that the activities and expenditures carried out under this Agreement will meet these terms and conditions.

C. Period of Performance

- 1. The period of performance for this Agreement shall begin on the date of execution of the Agreement by both parties, and shall end upon the completion of the project.
- 2. At a minimum, however, all activities and expenditures related to the funds available under this Agreement must comply with the period of performance as outlined by Treasury including, but not limited to:
  - a. **All funds must be obligated by December 31, 2024;**
  - b. All funds spent by December 31, 2026;
  - c. Project costs incurred prior to March 3, 2021, are ineligible;
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III. Project Milestones and Implementation Schedule

The Recipient shall make all reasonable efforts to comply with the following schedule for the implementation and completion of the project:

Milestone	Anticipated Completion Date
Competitive procurement process, i.e., issuance of invitation(s) to bid or	
Finalization of purchase agreement(s)	
Delivery and installation of all equipment to be purchased with funds provided pursuant to this Agreement	

**IV. Oversight and Reporting**

At a minimum, oversight will include the following:

1. The City must provide notice to the County as soon as practical of all issues or potential factors expected to inhibit the City from carrying out its obligations under this Agreement, as well as a plan to mitigate any concerns.
2. Once per month during the period of performance, the City will provide a status update in writing to the Project Monitor as to the progress of the project.

**V. Project and Expenditure Reports**

The City shall provide project and expenditure information as requested by the County in support of the County's obligation to provide a Project and Expenditure Report, including any programmatic information required under the Treasury's Compliance and Reporting Guidelines.

**VI. BUDGET**

Costs Covered by this Agreement: \$800,000.00

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the City.

**VII. PAYMENT TERMS AND PROCEDURES**

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$800,000.00. Any other funding necessary to the completion of the project shall be the sole responsibility of the City.
- B. The City may apply to the County for distribution of funds to cover reasonable and necessary project expenditures obligated on or before December 31, 2024, upon the timely presentation of related invoices and submission of documentation evidencing compliance with applicable competitive procurement requirements as set forth in this Agreement.

- C. County will distribute funds to the City based upon the invoices presented, subject to the exercise of due diligence to determine compliance the County's policies and procedures and the terms and conditions of this Agreement.
- D. Submission of an invoice as provided in this section shall be deemed untimely if it is not submitted in a reasonably sufficient time for the County to review and verify the submission and process payment ahead of the end of the ARPA period of performance on December 31, 2026.

**VIII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

County  
 Blake Beck, County Administrator  
 Project Monitor  
 Tallapoosa County, Alabama  
 125 North Broadnax Street Rm 131  
 Dadeville, AL 36853  
 256.835.4268  
[bbeck@tallaco.com](mailto:bbeck@tallaco.com)

City  
 Curtis Baird, Mayor  
 City of Alexander City, Alabama  
 281 James D. Nabors Drive  
 Alexander City, AL 35010  
 256.329.6730  
[woody.baird@alexandercityal.gov](mailto:woody.baird@alexandercityal.gov)

**IX. GENERAL CONDITIONS**

**A. General Compliance**

The Parties agree to comply with all applicable federal, state, and local laws, policies, and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) funds granted to the County, which in accordance with Treasury's final rule have been designated as revenue replacement funds. As such, the Parties agree to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

**B. Suspension and Debarment**

The City certifies that it is eligible to receive federal funds and it is not debarred or suspended from doing so.

**C. Immigration Law**

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of Chapter 13 of Title 31, Code of Alabama 1975, imposes conditions on the award of contracts by the County. The City agrees to fully comply with any applicable provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

D. Boycott Certificate

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The City must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

E. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The City shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

A. Prohibition on the Town Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in the City to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the City is an agent of the Commission.

F. Hold Harmless

The City shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the City's performance or nonperformance of the services or subject matter called for in this Agreement.

G. Liability

The City agrees to repay to County funds equal to the amount of ARPA funds provided to the City by the County, plus interest, which the County has determined that the City's agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of ARPA revenue replacement funds. This provision shall be in addition to, and shall not be deemed to waive, any rights or remedies of the County under the law.

H. Amendments

1. The County or City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate

this Agreement, nor relieve or release either the County or City from its obligations under this Agreement.

- 2. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both County and City.

I. Suspension or Termination

- 1. The County may suspend or terminate this Agreement if the City materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, and ARPA guidelines, policies, or directives as are applicable at any time;
  - b. Failure, for any reason, of the City to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by the City to the County reports that are incorrect or incomplete in any material respect.

In the event the Agreement is terminated pursuant to this paragraph, the City shall reimburse the County for any amounts already paid pursuant to this Agreement.

- 2. This Agreement may also be terminated upon mutual agreement of the parties.
- 3. This Agreement may also be terminated by either the County or the City, in whole or in part, including for convenience, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

X. LICENSURE REQUIREMENTS

The City certifies that it is currently and throughout the period of performance of this Agreement will remain in compliance with applicable licensure requirements and shall ensure that any contractors or subcontractors performing work on the project are in compliance with applicable licensing requirements.

XI. EXPENDITURES

- A. The City certifies that funds awarded pursuant to this Agreement shall be expended only on goods and services reasonably necessary to meet the purpose and goals of the project.

- B. The City certifies that it will not expend any portion of the funds awarded pursuant to this Agreement on expenditures prohibited by the Final Rule, including the following:
  - 1. Deposits into pension funds;
  - 2. Debt service;
  - 3. Replenishment of financial reserves;
  - 4. Expenditures for programs or activities that undermine the practices included in the Centers for Disease Control's guidelines and recommendations for stopping the spread of COVID-19;
  - 5. Expenditures in violation of the terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement, see Attachment A; and
  - 6. Expenditures for programs or activities in violation of state, federal, or local laws.

**XII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

The City agrees to undertake financial management measures necessary to separately account for expenditure of funds awarded pursuant to this Agreement.

**B. Documentation and Record Keeping**

- 1. **Records to be Maintained:** The City shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records demonstrating compliance with the terms of this Agreement;
  - b. Financial records demonstrating the purpose and amount of expenditures of the funds awarded pursuant to this Agreement;
  - c. Documentation demonstrating compliance with competitive procurement requirements set forth in this Agreement; and
  - d. Documentation demonstrating compliance with terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement. See Attachment A.
- 2. **Retention Period:** The City shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.
- 3. **Audits and Inspections:** All records of the City with respect to any matters covered by this Agreement shall be made available to the County or any of its authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within

thirty (30) days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

**XIII. CONDUCT**

**A. Assignability**

The City shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

**B. Conflict of Interest**

No employee, officer, or agent of the City shall participate in the selection, or in the award or administration, of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

**C. Lobbying**

1. The City certifies that funds provided pursuant to this Agreement will not be used for any direct or indirect payments for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
2. The City certifies that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

**D. Religious Activities**

The City agrees that funds provided under this Agreement will not be utilized for inherently religious activities.

**E. Employment Restrictions: Prohibited Activity**

The City is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**F. Subcontracts**

- 3. Approvals: The City shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.
- 4. Monitoring: The City will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- 5. Content: The City will ensure that all terms and conditions of the award of ARPA revenue replacement funds provided for in this Agreement, see Attachment A, as well as applicable provisions of the Civil Rights Act, specifically or by reference, are included in every contract or purchase order pursuant to which funds will be expended or reimbursed under this Agreement so that such provisions will be binding upon each of its contractors.
- 6. Selection Process: The City shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements under federal and state law. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
- 7. Licenses: All subcontractors engaged in the project shall be fully qualified and properly licensed under state and local law to perform such services. The City shall ensure that all prime subcontractors are insured in accordance with state, local and federal requirements.

**XIV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**XV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XVI. WAIVER**

The County's failure to act with respect to a breach by the City does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVII. ENTIRE AGREEMENT**



ATTACHMENT A: TERMS AND CONDITIONS FOR AWARD OF  
ARPA REVENUE REPLACEMENT FUNDS

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
6. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
7. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
8. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

9. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  
10. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
  - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
  - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
    - i. to the affected employee for the employee's unpaid wages; and
    - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

**RESOLUTION**

To Reject Bid No. 24-04 for Police Interceptor Vehicles

**WHEREAS**, the City of Alexander City has let bids for no more than eight (8) new police interceptor vehicles; and

**WHEREAS**, plans and specifications were determined and placed on file with the City Clerk; and

**WHEREAS**, bids were advertised on January 10, 2024; and

**WHEREAS**, one (1) sealed bid was received, opened and read in public on January 16, 2024 at 2:00 p.m.; and

**WHEREAS**, the bid reflected the cost of four (4) 2003 vehicles at a cost of \$189,940.00; and

**WHEREAS**, the City of Alexander City has the legal right to reject all bids.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby rejects RFP No. 24-04 for police interceptor vehicles.

**BE IT FURTHER RESOLVED** that the city plans to purchase said vehicles directly from State of Alabama contract.

**ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Audrey "Buffy" Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis "Woody" Baird,  
Mayor

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Curtis "Woody" Baird  
Mayor  
Stephanie Southerland  
City Clerk  
Romy Stamps  
Finance Director



4  
CITY COUNCIL  
Audrey "Buffy" Colvin  
Council President  
Scott Hardy  
President Pro Tempore  
Bobby L. Tapley  
John Eric Brown  
Chris Brown  
Jimmy Keel

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700  
[www.alexandercityal.gov](http://www.alexandercityal.gov)

January 22, 2024

Subject: Bid 24-04, Award Police Department Materials Bid

Bid 24-04, for the purchase of police interceptor vehicles for use by the Alexander City Police Department, was opened and read aloud by the City Clerk's office on January 16<sup>th</sup>, 2024. Hereby recommend the bid be rejected and permission be given to the Mayor to negotiate pricing.

Per Section 41-16-50 (a) In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price. It is the intention of the department, that this vehicle purchase will proceed via the State of Alabama purchasing contract with Stivers Ford of Montgomery.

Miles Hamlett  
Purchasing Agent  
City of Alexander City

**RESOLUTION**

To Award Bid No. 24-05 to US Jetting, LLC for One (1) Skid Mounted Pressure Washer at a Cost not to Exceed \$81,420.00

**WHEREAS**, the City of Alexander City has let bids for one (1) US Jetting Model 3036-750 skid mounted pressure washer; and

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

**WHEREAS**, funding for this project has been approved in the FY24 capital budget; and

**WHEREAS**, the invitation for bid was advertised on January 10, 2024 in the Outlook; and

**WHEREAS**, one (1) sealed bid was received, opened and read in public on January 16, 2024 at 2:30 p.m.; and

**WHEREAS**, the bids were submitted to the City Council of Alexander City at their February 5, 2024 meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby awards bid No. 24-05 to US Jetting, LLC for the purchase of US Jetting Model 3036-750 skid mounted pressure washer.

**BE IT FURTHER RESOLVED** by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this bid award.

**ADOPTED THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Audrey "Buffy" Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis "Woody" Baird,  
Mayor

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

**RESOLUTION**

To Award Bid No. 24-06 to Calhoun Meter Company for Ductile Iron Pipe at a Cost not to Exceed \$29,262.24

***Municipal or county contracts for certain services exempt from competitive bid requirements.***

*(a) When purchases are required to be made through competitive bidding, awards shall be made to the lowest responsible bidder taking into consideration the qualities of the commodities proposed to be supplied, their conformity with specifications, the purposes for which required, the terms of delivery, transportation charges, and the dates of delivery. If at any time after the award has been made the lowest responsible bidder notifies the awarding authority in writing that the bidder will no longer comply with the terms of the award to provide the goods or services to the awarding authority under the terms and conditions of the original award, or the awarding authority documents that the lowest responsible bidder defaults under the terms of the original award, the awarding authority may terminate the award to the defaulting bidder and make an award to the second lowest responsible bidder for the remainder of the award period without rebidding, provided the award to the second lowest responsible bidder is in all respects made under the terms and conditions contained in the original bid specifications and is for the same or a lower price than the bid originally submitted to the awarding authority by the second lowest responsible bidder.*

**WHEREAS**, the City of Alexander City has let bids for one-thousand (1,000) feet of 8-inch ductile pipe for pipe relocation as part of the Holiday Inn Express construction; and

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

**WHEREAS**, funding for this project has been approved in the FY24 capital budget; and

**WHEREAS**, the invitation for bid was advertised on December 16, 2023 in the Outlook; and

**WHEREAS**, five (5) sealed bids were received, opened and read in public on December 20, 2023 at 2:00 p.m.; and

**WHEREAS**, the bids were submitted to the City Council of Alexander City at their January 16, and February 5, 2024 meetings.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby awards bid No. 24-06 to Calhoun Meter Company for the purchase of 1,000 feet of 8-inch ductile pipe.

**BE IT FURTHER RESOLVED** by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this bid award.

**ADOPTED THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.**

Curtis "Woody" Baird  
Mayor  
Stephanie Southerland  
City Clerk  
Romy Stamps  
Finance Director



CITY COUNCIL **6**  
Audrey "Buffy" Colvin  
Council President  
Scott Hardy  
President Pro Tempore  
Bobby L. Tapley  
John Eric Brown  
Chris Brown  
Jimmy Keel

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

January 22, 2024

Subject: Bid 24-06, Award Water Department Materials Bid

Bid 24-06, for the purchase of materials for use by the Alexander City Water Department in conjunction with the Holiday Inn Express Line Relocation Project, was opened and read aloud by the city clerk's office on December 20<sup>th</sup>, 2023. Hereby recommend the bid be awarded to Calhoun Meter Company, of Jacksonville, Alabama in the amount of \$29,262.24.

After much research and legal council advise from the City Attorney and League of Municipalities, I have come to the conclusion that per Code of Alabama Section 41-16-57 (a), that this bid shall be awarded to the lowest responsible bidder. Being that two or more responsible bids were received, not awarding the bid and/or negotiating for pricing is not an option under the bid law. All bids received met the specifications contained within the invitation to bid and were deemed to be responsible.

May it be further recognized that under Section 41-16-57 (b) Calhoun Meter Company of Jacksonville, Alabama qualifies for the same preference that governs all goods produced and/or sold by Alabama persons, firms, and corporations. While Southern Pipe and Supply Company of Montgomery, Alabama does qualify for the local preference zone as defined under Section 41-16-50, their bid of \$31,500.00 was not within the allowed five percent (5%) preference.

Being that this is not a public works bid governed by Section 39 of Alabama Code, there was not a requirement that the materials purchased be domestically manufactured iron or steel.

The funding for this project is part of approved FY2024 capital funds. Further request the Mayor be authorized to sign any contracts or agreements as part of this bid.

Miles Hamlett  
Purchasing Agent  
City of Alexander City