



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, March 4, 2024 --- Meeting at 5:30 p.m.

Call to Order: Council President Colvin

Opening Prayer: Pastor Tony Harris, Family Worship Center

Pledge of Allegiance: Councilor Eric Brown

Roll Call:

Approval of Minutes: February 19, 2024 Work Session
February 19, 2024 Regular Meeting

Approval of Agenda: March 4, 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: None

New Business:

1. ORDINANCE: To Amend Alexander City Code § 62-1 – Fees for Use of Facilities.
(Sponsored By: Councilor Chris Brown)

2. RESOLUTION: To Declare Personal Property as Surplus and no Longer Needed for Municipal Use. (Sponsored By: Councilor Tapley)

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

4. RESOLUTION: To Award Bid No 24-07 to Ferguson Waterworks for Paving Preparation Supplies at a cost not to Exceed \$32,725.70. (Sponsored By: Council President Pro Tempore Hardy)

5. RESOLUTION: To Award Bid No. 24-08 to Chano & Sons, Inc. for Janitorial Services at Alex - Young Hollow at a Varied Cost Determined by Rental Space. (Sponsored By: Mayor Baird)

6. RESOLUTION: To Amend the FY21 CDBG Downtown Water Improvement Project at a Cost not to Exceed \$338,244.84. (Sponsored By: Mayor Baird)

7. REQUEST: To Waive the \$500.00 Application Fee for Michael Waldrop and Various Churches to Hold a Live Nativity at the Alexander City Sportplex in December, 2024.

8. REQUEST: To Waive the \$500.00 Application Fee for James Gang Amusements, LLC to Hold a Carnival at the Alexander City Sportplex, April 3 – 6, 2024.

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 Monday, March 18, 2024 at 4:30 and 5:30 p.m.



Alexander City Chamber of Commerce
2023 Firefighter of The Year
Dewayne Rathel
Kellyton Volunteer Fire Department

Alexander City Chamber of Commerce
2023 Officer of The Year
Detective Christopher Graham
City of Alexander City



ORDINANCE

To Amend Alexander City Code § 62-1 – Fees for Use of Facilities

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama, that Chapter 62, Section 1, (8) of the Alexander City Code of Ordinances is hereby amended as follows:

- Article I. Section 1.
- (8) i. Sportplex Cabin: \$150.00
 - v. Cooper Recreational Center Game Room: \$75.00, plus \$25.00 deposit
 - x. Gym \$125.00, plus \$25.00 deposit

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 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

Publication Date: _____, 2024

I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on March 4, 2024 by the City Council of the City of Alexander City, Alabama.

This, 4th day of March, 2024

Stephanie J. Southerland
City Clerk

SEAL

RESOLUTION

To Declare Personal Property as Surplus and no Longer Needed for Municipal Use

WHEREAS, the City of Alexander City, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, § 11-43-56, Code of Alabama, 1975, as amended, authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City that the following personal property owned by the City of Alexander City is no longer needed for public or municipal purposes and said property shall be removed from inventory:

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
116	2005	Chevrolet	Silverado	1GCEC14XX5Z270060

<u>Equipment #</u>	<u>Description</u>	<u>Serial No.</u>
0066	John Deere Mower	027722
0040	Scag Mower	K0400487
0015	Honda Mower	9917687
0406	Honda Mower	MVCG-1704513
0463	Snapper Mower	95013923
0498	Honda Mower	9720827

BE IT FURTHER RESOLVED that the City Council of the City of Alexander City instructs the mayor to sell said vehicle and equipment on GovDeals.com and that proceeds for said vehicle be deposited into the General Fund. If said surplus vehicle and equipment are determined to be of no value, the mayor has the authority to scrap or dispose of said items for and on behalf of the City of Alexander City.

ADOPTED THIS 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland,
City Clerk

RESOLUTION

To Authorize the Mayor to Enter into Agreements with the Alabama Department of Transportation for the Relocation of our 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, 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 the three (3) attached agreements, for the relocation of utilities for project number BR-0063(507).

ADOPTED THIS 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☐

Private Right-of-Way

☒

Public Right-of-Way

PROJECT NUMBER

Utilities _____

Construction _____

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and
The City of Alexander City

hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Tallapoosa County, Alabama, said project being designated as Project No. BR-0063(507) and consisting approximately of the following: Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek along with corresponding utility relocations and overall drainage improvements. _____; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the STATE, so as to occasion the least possible interference with the progress of the project. The UTILITY will begin required relocation work within 90 days of their Notice to Proceed and expects the relocation work to require 180 days. The UTILITY'S plans, specifications, estimate of relocation cost, and work completion schedule are transmitted herewith and made a part hereof by reference.

2. The estimated cost for Engineering required by the relocation of utility facilities will be included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

3. The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

4. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. 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.

5. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such 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.

6. Code of Federal Regulations 23 C.F.R. Part 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

7. 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.

8. The UTILITY will perform the work of relocation:

- a. ☐ by UTILITY'S own forces;
- b. ☒ by contract let by the UTILITY;
- c. ☐ by an existing written continuing contract where the work is regularly performed for the UTILITY; or
- d. ☐ by combination of the preceding (as shown in detail on the estimate).

9. The detailed relocation cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the STATE will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the STATE will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The STATE'S share of the engineering charges shall be limited to the "in-kind" work only. This agreement includes betterment ☐ Yes ☒ No

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 854,193.00. The total estimated cost including betterment is \$ 0.00.

c. If an adjustment for betterment is applicable, the STATE will reimburse the UTILITY for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the STATE reserves the right to recalculate the percentages at any time.

10. The method to be used for the development of relocation costs for this project is:

- a. ☐ as established by Federal or State regulatory body;
- b. ☒ as previously approved by the STATE; or
- c. ☐ Lump Sum Amount (\$100,000 maximum).

11. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR Part 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

12. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

281 James D. Nabors Drive

Alexander City, AL 35010

13. The UTILITY will, within six (6) months following completion of the relocation, furnish the STATE such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the STATE a copy of its "as built" plans for the STATE'S records.

14. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the STATE may deem necessary, the STATE will reimburse the UTILITY for the actual cost of such relocation as verified by the STATE. In the event the actual verified cost, as accepted, exceeds the estimated cost, the STATE may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

15. Paragraphs numbered 16 through 20 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

16. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

17. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

18. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the STATE will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the STATE to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the STATE to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the STATE.

19. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the STATE will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the STATE to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the STATE to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the STATE.

20. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

21. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for damages to private property, public utilities or the general public, caused by the conduct, in accordance with Alabama and/or Federal law, of the UTILITY, its agents, servants, employees or facilities.

22. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

23. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill and will require the Consultant Engineer of the UTILITY to comply with and fulfill, all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

24. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

25. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

26. Paragraph 27 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

27. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

28. In accordance with the Build America Buy America Act, all iron, steel, manufactured products, construction materials, and/or other materials used on this utility relocation shall comply with the Infrastructure and Investment Jobs Act (Public Law 117-58 - Nov. 15, 2021). Eligibility for reimbursement is subject to audit for compliance with Build America Buy America Act requirements.

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

30. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void. When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

31. Termination due to insufficient funds:

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

32. The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

33. In compliance with Ala. Act No. 2023-409, by signing this AGREEMENT, UTILITY provides written verification that UTILITY, without violating controlling law or regulations, does not and will not, during the term of the AGREEMENT engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS: _____

RECOMMENDED FOR APPROVAL:

BY: _____
Region Engineer

The City of Alexander City

(Legal Name of Utility)

BY: _____
(Signature and Title)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

Curtis "Woody" Baird

(Typed Name)

Mayor

(Typed Title)

281 James D. Nabors Drive

(Address)

BY: _____
LEGAL COUNSEL FOR ALABAMA
DEPARTMENT OF TRANSPORTATION

Alexander City, AL 35010

(City, State, Zip)

256-329-6730

(Telephone)

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION ACTING BY AND
THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

Kay Ivey
GOVERNOR
STATE OF ALABAMA

Utility Relocation Estimate

Date: February 2, 2024

Project: BR-0063(507) County: Tallapoosa

Name of Utility: The City of Alexander City

Address: 281 James D. Nabors Drive City Alexander City State AL Zip 35010

If the Utility is regulated by a State or Federal Agency, please list the Agency:

Submitted By:		
<u>Trent Turner</u>	<u>Project Engineer</u>	FOR PUBLIC RELEASE
NAME	TITLE	
TELEPHONE		
ADDRESS (If different from above):		
Address: <u>200 Century Park South, Suite 212</u> City <u>Birmingham</u> State <u>AL</u> Zip <u>35226</u>		

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):		
<u>Curtis "Woody" Baird</u>	<u>Mayor</u>	FOR PUBLIC RELEASE
NAME	TITLE	
Telephone		
Address: <u>281 James D. Nabors Drive</u> City <u>Alexander City</u> State <u>AL</u> Zip <u>35010</u>		

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 90
Number of calendar days from beginning to completion or work, including cleanup: 180

The project has Betterment: N (Y/N)

Additional ROW is Required N (Y/N) If no, eliminate Page 3

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$109,993
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility (☐) did, (☒) did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:	
(a)	<input type="radio"/> By UTILITY'S own forces
(b)	<input checked="" type="radio"/> by Contract Let by the UTILITY
(c)	<input type="radio"/> by existing, written continuing contract
(d)	<input type="radio"/> by combination of the preceding (must be detailed within the estimate)
(e)	<input type="radio"/> Work is to be included in the State contract

THE CITY OF ALEXANDER CITY

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

ALDOT #2 Agreement

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

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

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

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

Total Projects Construction Cost	\$744,200
Phase I Engineering	\$24,532
Phase II Engineering	\$49,020
Phase III Engineering	\$36,441
Total Engineering and Construction	\$854,193

**ALABAMA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date February 2, 2024
Project No. BR-0063(507)
County Tallapoosa

The City of Alexander City

(UTILITY OWNER)

Address: 281 James D. Nabors Drive Alexander City, AL 35010

Hereby certifies that all construction materials furnished to the Alabama Department of Transportation (hereinafter "ALDOT") for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 – Nov. 15, 2021).

I further certify that all supporting documentation is on file and will be maintained by the Utility Owner for a period of three (3) years after project completion. The Utility Owner acknowledges and agrees that ALDOT and/or the Federal Highway Administration (FHWA) may request to review the supporting documents for the purpose of verifying compliance with the Build America Buy America act at any time. The Utility Owner agrees to provide supporting documentation within five (5) business days of the request.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR**

<div style="display: flex; align-items: center; margin-bottom: 10px;"><div style="border: 1px solid black; width: 30px; height: 30px; margin-right: 10px;"></div><div>Private Right-of-Way</div></div> <div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 30px; height: 30px; margin-right: 10px; text-align: center; line-height: 30px;">✓</div><div>Public Right-of-Way</div></div>	<p>PROJECT NUMBER _____</p> <p>Utilities _____</p> <p>Construction _____</p>
---	--

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and
The City of Alexander City, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Tallapoosa County, Alabama, said project being designated as Project No. BR-0063(507) and consisting approximately of the following: Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek along with corresponding utility relocations and overall drainage improvements.

_____ ; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$1,190,233.00.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. This agreement includes betterment ☐ Yes ☒ No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$ 1,190,233.00. The total estimated cost including betterment is \$ 0.00.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. 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.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 15 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

17. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void. When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

18. Termination due to insufficient funds:

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

19. The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. In compliance with Ala. Act No. 2023-409, by signing this AGREEMENT, UTILITY provides written verification that UTILITY, without violating controlling law or regulations, does not and will not, during the term of the AGREEMENT engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS: _____

RECOMMENDED FOR APPROVAL:

BY: _____
Region Engineer

The City of Alexander City
(Legal Name of Utility)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

BY: _____
(Signature and Title)

Curtis "Woody" Baird
(Typed Name)

Mayor

(Typed Title)

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO
FORM.

281 James D. Nabors Drive
(Address)

BY: _____
LEGAL COUNSEL FOR ALABAMA
DEPARTMENT OF TRANSPORTATION

Alexander City, AL 35010
(City, State, Zip Code)

FOR PUBLIC RELEASE

(Telephone)

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION ACTING BY AND
THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

Kay Ivey
GOVERNOR
STATE OF ALABAMA

Utility Relocation Estimate

Date: February 2, 2024

Project: BR-0063(507) County: Tallapoosa

Name of Utility: The City of Alexander City

Address: 281 James D. Nabors Drive City Alexander City State AL Zip 35010

If the Utility is regulated by a State or Federal Agency, please list the Agency:

Submitted By:		
<u>Trent Turner</u>	<u>Project Engineer</u>	FOR PUBLIC RELEASE
NAME	TITLE	
ADDRESS (If different from above):		
Address: <u>200 Century Park South, Suite 212</u> City <u>Birmingham</u> State <u>AL</u> Zip <u>35226</u>		

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):		
<u>Curtis "Woody" Baird</u>	<u>Mayor</u>	FOR PUBLIC RELEASE
NAME	TITLE	
Address: <u>281 James D. Nabors Drive</u> City <u>Alexander City</u> State <u>AL</u> Zip <u>35010</u>		

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 90
Number of calendar days from beginning to completion or work, including cleanup: 180

The project has Betterment: N (Y/N)

Additional ROW is Required N (Y/N) If no, eliminate Page 3

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$140,573
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility (☐) did, (☒) did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:	
(a)	<input type="radio"/> By UTILITY'S own forces
(b)	<input type="radio"/> by Contract Let by the UTILITY
(c)	<input type="radio"/> by existing, written continuing contract
(d)	<input type="radio"/> by combination of the preceding (must be detailed within the estimate)
(e)	<input checked="" type="radio"/> Work is to be included in the State contract

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

#2					
Relocation of 30" Effluent Force Main From Sta 30+00 to Sta 35+50 on SR-63					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	30 Inch Ductile Iron Sanitary Sewer Force Main Pipe Laid *	Linear Foot	600	600	360,000
2	30 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	160	450	72,000
3	Ductile Iron Fittings	Pound	17,000	10	170,000
4	30 Inch Retainer Gland	Each	16	400	6,400
5	Concrete For Force Main (Thrust Blocks)	Cubic Yard	60	300	18,000
6	Cut-In Connections To Existing Sewer System	Each	2	20,000	40,000
7	48 Inch Steel Encasement Pipe, Type 1 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
TOTAL					\$908,900

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

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

#3					
Relocation of 10" Force Main at Sta 29+80 on SR-63					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	10 Inch Ductile Iron Sanitary Sewer Force Main Pipe Laid	Linear Foot	180	140	25,200
2	10 Inch Ductile Iron Restrained Joint Pipe in Crossing	Linear Foot	140	200	28,000
3	Ductile Iron Fittings	Pound	600	10	6,000
4	10 Inch Retainer Gland	Each	16	160	2,560
5	18 Inch Steel Encasement Pipe, Type 1 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
TOTAL					\$140,760

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**

**ALABAMA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date February 2, 2024
Project No. BR-0063(507)
County Tallapoosa

The City of Alexander City

(UTILITY OWNER)

Address: 281 James D. Nabors Drive Alexander City, AL 35010

Hereby certifies that all construction materials furnished to the Alabama Department of Transportation (hereinafter "ALDOT") for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 – Nov. 15, 2021).

I further certify that all supporting documentation is on file and will be maintained by the Utility Owner for a period of three (3) years after project completion. The Utility Owner acknowledges and agrees that ALDOT and/or the Federal Highway Administration (FHWA) may request to review the supporting documents for the purpose of verifying compliance with the Build America Buy America act at any time. The Utility Owner agrees to provide supporting documentation within five (5) business days of the request.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☐

Private Right-of-Way

☒

Public Right-of-Way

PROJECT NUMBER

Utilities _____

Construction _____

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and

The City of Alexander City

hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Tallapoosa County, Alabama, said project being designated as Project No. BR-0063(507) and consisting approximately of the following: Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek along with corresponding gas relocations and overall drainage improvements. _____; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the STATE, so as to occasion the least possible interference with the progress of the project. The UTILITY will begin required relocation work within 90 days of their Notice to Proceed and expects the relocation work to require 180 days. The UTILITY'S plans, specifications, estimate of relocation cost, and work completion schedule are transmitted herewith and made a part hereof by reference.

2. The estimated cost for Engineering required by the relocation of utility facilities will be included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

3. The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

4. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. 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.

5. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such 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.

6. Code of Federal Regulations 23 C.F.R. Part 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

7. 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.

8. The UTILITY will perform the work of relocation:

- a. ☐ by UTILITY'S own forces;
- b. ☒ by contract let by the UTILITY;
- c. ☐ by an existing written continuing contract where the work is regularly performed for the UTILITY; or
- d. ☐ by combination of the preceding (as shown in detail on the estimate).

9. The detailed relocation cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the STATE will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the STATE will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The STATE'S share of the engineering charges shall be limited to the "in-kind" work only. This agreement includes betterment ☐ Yes ☒ No

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 116,861.00. The total estimated cost including betterment is \$ 0.00.

c. If an adjustment for betterment is applicable, the STATE will reimburse the UTILITY for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the STATE reserves the right to recalculate the percentages at any time.

10. The method to be used for the development of relocation costs for this project is:

- a. ☐ as established by Federal or State regulatory body;
- b. ☒ as previously approved by the STATE; or
- c. ☐ Lump Sum Amount (\$100,000 maximum).

11. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR Part 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

12. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

281 James D. Nabors Drive

Alexander City, AL 35010

13. The UTILITY will, within six (6) months following completion of the relocation, furnish the STATE such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the STATE a copy of its "as built" plans for the STATE'S records.

14. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the STATE may deem necessary, the STATE will reimburse the UTILITY for the actual cost of such relocation as verified by the STATE. In the event the actual verified cost, as accepted, exceeds the estimated cost, the STATE may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

15. Paragraphs numbered 16 through 20 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

16. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

17. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

18. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the STATE will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the STATE to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the STATE to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the STATE.

19. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the STATE will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the STATE to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the STATE to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the STATE.

20. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

21. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for damages to private property, public utilities or the general public, caused by the conduct, in accordance with Alabama and/or Federal law, of the UTILITY, its agents, servants, employees or facilities.

22. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

23. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill and will require the Consultant Engineer of the UTILITY to comply with and fulfill, all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

24. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

25. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

26. Paragraph 27 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

27. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

28. In accordance with the Build America Buy America Act, all iron, steel, manufactured products, construction materials, and/or other materials used on this utility relocation shall comply with the Infrastructure and Investment Jobs Act (Public Law 117-58 - Nov. 15, 2021). Eligibility for reimbursement is subject to audit for compliance with Build America Buy America Act requirements.

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

30. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void. When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

31. Termination due to insufficient funds:

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

32. The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

33. In compliance with Ala. Act No. 2023-409, by signing this AGREEMENT, UTILITY provides written verification that UTILITY, without violating controlling law or regulations, does not and will not, during the term of the AGREEMENT engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS: _____

RECOMMENDED FOR APPROVAL:

BY: _____
Region Engineer

The City of Alexander City

(Legal Name of Utility)

BY: _____
(Signature and Title)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

Curtis "Woody" Baird

(Typed Name)

Mayor

(Typed Title)

281 James D. Nabors Drive

(Address)

BY: _____
LEGAL COUNSEL FOR ALABAMA
DEPARTMENT OF TRANSPORTATION

Alexander City, AL 35010

(City, State, Zip)

FOR PUBLIC RELEASE

(Telephone)

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION ACTING BY AND
THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

Kay Ivey
GOVERNOR
STATE OF ALABAMA

Utility Relocation Estimate

Date: February 2, 2024

Project: BR-0063(507) County: Tallapoosa

Name of Utility: The City of Alexander City

Address: 281 James D. Nabors Drive City Alexander City State AL Zip 35010

If the Utility is regulated by a State or Federal Agency, please list the Agency:

Submitted By:		
<u>Trent Turner</u>	<u>Project Engineer</u>	FOR PUBLIC RELEASE
NAME	TITLE	TELEPHONE
ADDRESS (If different from above):		
Address: <u>200 Century Park South, Suite 212</u> City <u>Birmingham</u> State <u>AL</u> Zip <u>35226</u>		

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):		
<u>Curtis "Woody" Baird</u>	<u>Mayor</u>	FOR PUBLIC RELEASE
NAME	TITLE	Telephone
Address: <u>281 James D. Nabors Drive</u> City <u>Alexander City</u> State <u>AL</u> Zip <u>35010</u>		

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 60
Number of calendar days from beginning to completion or work, including cleanup: 60

The project has Betterment: N (Y/N)

Additional ROW is Required N (Y/N) If no, eliminate Page 3

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$17,761
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility (☐) did, (☒) did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:	
(a)	<input type="radio"/> By UTILITY'S own forces
(b)	<input checked="" type="radio"/> by Contract Let by the UTILITY
(c)	<input type="radio"/> by existing, written continuing contract
(d)	<input type="radio"/> by combination of the preceding (must be detailed within the estimate)
(e)	<input type="radio"/> Work is to be included in the State contract

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

Relocation of 6" Gas Line on SR-63 at Sta 40+50

Pay Item	Description	Unit	Quantity	Unit Price	Total
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
TOTAL					\$99,100

Phase I Engineering

\$3,936

Phase II Engineering

\$7,016

Phase III Engineering

\$6,809

Total Engineering and Construction

\$116,861

ALABAMA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date February 2, 2024
Project No. BR-0063(507)
County Tallapoosa

The City of Alexander City

(UTILITY OWNER)

Address: 281 James D. Nabors Drive Alexander City, AL 35010

Hereby certifies that all construction materials furnished to the Alabama Department of Transportation (hereinafter "ALDOT") for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 – Nov. 15, 2021).

I further certify that all supporting documentation is on file and will be maintained by the Utility Owner for a period of three (3) years after project completion. The Utility Owner acknowledges and agrees that ALDOT and/or the Federal Highway Administration (FHWA) may request to review the supporting documents for the purpose of verifying compliance with the Build America Buy America act at any time. The Utility Owner agrees to provide supporting documentation within five (5) business days of the request.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

RESOLUTION

To Award Bid No. 24-07 to Ferguson Waterworks for Paving Preparation Supplies
at a cost not to Exceed \$32,725.70

WHEREAS, the City of Alexander City has let bids for paving preparation supplies; and

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

WHEREAS, funding will be paid from ACRIP funds; and

WHEREAS, the invitation for bid was advertised on February 3, 2024 in the Outlook; and

WHEREAS, three (3) sealed bids were received, opened and read in public on February 19,
2024 at 2:00 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their
March 4, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Alexander City hereby awards bid No. 24-07 to Ferguson Waterworks for paving preparation
Supplies in an amount not to exceed \$32,725.70.

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 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland,
City Clerk
APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas:

Nays:

			Core & Main				Ferguson Waterworks				Empire			
Product Discription	Quantity	Unit of Measure	Unit Price	Extended Price	Manufacturer of Product	Model No.	Unit Price	Extended Price	Manufacturer of Product	Model No.	Unit Price	Extended Price	Manufacturer of Product	Model No.
1" Riser Rings for Valve Boxes	116	Each	\$18.89	\$2,191.24	Sigma	VB2601	\$17.50	\$2,030.00	Proselect	IUBR514G	\$17.28	\$2,004.48	Sigma	VB2601
2" Riser Rings for Valve Boxes	100	Each	\$24.64	\$2,464.00	Sigma	VB2602	\$23.40	\$2,340.00	Proselect	IUBR514K	\$22.54	\$2,254.00	Sigma	VB2602
1" Riser Rings for Manhole	100	Each	\$48.59	\$4,859.00	Sigma	MH2401	\$41.88	\$4,188.00	Sigma	MH2007EX-1	\$48.49	\$4,849.00	Sigma	MH2401
6" Riser Rings for Valve Boxes	10	Each	\$136.95	\$1,369.50	Sigma	MH2460	\$139.89	\$1,398.90	Sigma	MH2460	\$136.66	\$1,366.60	Sigma	MH2460
Casting with Lid (No Vent holes)	80	Each	\$280.12	\$22,409.60	Sigma	MH3104B	\$284.61	\$22,768.80	Sigma	MH-3104	\$316.80	\$25,344.00	Sigma	MH310N
Total Bid Price			\$33,293.34				Total Bid Price	\$32,725.70			Total Bid Price	\$35,818.08		

RESOLUTION

To Award Bid No. 24-08 to Chano & Sons, Inc. for Janitorial Services at Alex - Young Hollow
at a Varied Cost Determined by Rental Space

WHEREAS, the City of Alexander City has let bids for janitorial services at Alex - Young
Hollow; and

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

WHEREAS, funding will be paid from rental fees; and

WHEREAS, the invitation for bid was advertised on February 3, 2024 in the Outlook; and

WHEREAS, two (2) sealed bids were received, opened and read in public on February 19,
2024 at 2:30 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their
March 4, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Alexander City hereby awards bid No. 24-08 to Chano & Sons, Inc. for janitorial services at Alex
- Young Hollow.

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 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland,
City Clerk
APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas:

Nays:

Bid 24-08 Alex-Young Cleaning Service , Monday February 19th at 2:30 PM, Municipal Complex

			Jani-King			Chano & Son's Inc		
Service Discription	Quantity	Unit of Measure	Unit Price	Extended Price	Notes:	Unit Price	Extended Price	Notes:
Clean All Common Areas	4x month	1 x a week	\$963.00	\$963.00	1 full cleaning per week . Monthly price. Whole house	\$145.00 Week	\$290.00 per bid specifications (2 times a month)	
Clean Bedrooms/Attached Bathrooms	7	Each				\$45.00		
Clean after Event	1	Each	\$807.00	\$807.00				

RESOLUTION

To Amend the FY21 CDBG Downtown Water Improvement Project at a Cost
not to Exceed \$338,244.84

WHEREAS, the City of Alexander City has received a 2021 Community Development Block Grant to rehabilitate the deteriorated water system along sections of Forrest St, Parks Ave, Houston St, Semmes St, Green St, and N. Central Avenue; and

WHEREAS, the City of Alexander City has bid the construction phase of this project twice and on both occasions the bids exceeded the construction budget for the project significantly; and

WHEREAS, after the reevaluation of the water system in this area it has been determined to address the water needs in this section of the city it is in the city’s best interest to amend the scope of this project; and

WHEREAS, the City Council of the City of Alexander City is proposing to amend this project to include to following: #1: Add the replacement of the water main located in the alley between Green Street and Broad Street; #2: Connect the new waterline to be installed on Forrest Street, Houston Street, Semmes Street, and Green Street to the existing 12” water main on Monroe Street; #3: Delete a short section of proposed water system improvements along North Central Street and Park Avenue from the project scope; #4: Amend the project budget to include \$500,000 in ARC funding and increase the city’s local match in support of this project to from \$139,224.62 to \$338,244.84.

NOW, THEREFORE, BE IT RESOLVED that the mayor is hereby authorized to sign and submit all required documents to this effect requesting approval of the formal amendment.

ADOPTED THIS 4TH DAY OF MARCH, 2024.

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

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____



Project Title: 2021 Downtown Water Main

Location: Downtown Area

Summary of Project:

The City would like to improve the water infrastructure in the areas listed above. The current water lines are estimated to be at least 80 years old. Improvements of the lines will assist with the City's active measures in replacing lead-joint pipes. The updated infrastructure will ensure adequate fire protection that is highly needed in this area. The project will serve multiple businesses, residents and one daycare facility.

The following are improvements within the project:

1. Replacement of the water main located in the alley between Green Street and Broad Street, and
2. Connect the new water line to be installed on Forrest Street, Houston Street, Semmes Street, and Green Street to the existing 12" water main on Monroe Street.

The Alabama Department of Community Affairs has approved two grants to assist with completing this project. Below is a detail of the funding level for each grant.

Capital Investment (estimate): \$1,000,000

Funding Sources:

1. ADECA CDBG: \$500,000
2. ADECA ARC: \$500,000
3. City: The City's match is estimated to be \$338,244.84 (\$155,747.51 for CDBG and \$182,477.33 for ARC) This must be approved by Council prior to commitment.

Schedule: The City expects to rebid this project in Spring of 2024.

Disclaimer: This summary can and will change.

Bids:

- Bid 22-19 was opened and read aloud on October 6, 2022. The lowest bid was rejected by City Council because it was not within budget.
- Bid 23-10 was opened and read aloud on April 6, 2023. The lowest bid was rejected by City Council because it was not within budget. Based on projected costs, the City decided to change the scope of work.
- Rebid in Spring of 2024 if proposed resolution (24-??) is approved

Resolutions:

- 21-112 A Resolution to Authorize the Mayor to Execute and Submit an Application to the State of Alabama Department of Economic Affairs and Community Affairs Requesting FY 2021 CDBG Funds for Improvements to the City's Water System Located Along Houston Street and Surrounding Streets
- 23-07 A Resolution to Not Award Bid 22-19, 2021 CDBG Water Main Improvements: October 17, 2022
- 23-70 A Resolution to Reject Bid No. 23-10 for CDBG Water Improvements: May 15, 2023
- 23-78 A Resolution to Authorize the mayor to Submit an Application to the Alabama Department of Economic and Community Affairs (ADECA) to Request Appalachian Regional Commission Funds in the Amount of \$500,000 for Water System Improvements
- 24-?? To be presented to the Council on March 4, 2024

A Resolution to Authorize the Mayor to sign and submit all documents for the change of scope for said project. This resolution also states that the City will support the local matching funds of \$338,244.84

Council Districts:

- District 2 Buffy Colvin
- District 3 Scott Hardy