

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.

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President

Alexander City Council

AUTHENTICATED THIS 4TH DAY OF MARCH, 2024.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland,

City Clerk

APPROVED:

NOT FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Tapley, C. Brown, E. Brown, Colvin, Hardy, Keel

Nays: None

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

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

WITNESSETH:

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

I. Description and scope of work:

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

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

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

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

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

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

II. Obligation of OWNER to ENGINEER:

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

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

III. Time of Beginning and Completion:

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

IV. Payments:

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

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

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

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

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

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I will not exceed: \$ 31,423.00 the maximum payment for Phase II will not exceed \$ 61,916.00 ; and the maximum payment for Phase III will not exceed: \$ 47,234.00 , for a total fee of: \$ 140,573.00

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

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

Maximum Engineering Cost for Phase I

Labor:	Engineer	<u>14</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 1,140.16</u>
	Assistant Engineer	<u>76</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 2,917.64</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>184</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 5,748.16</u>
	Typist		hours	@		<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>38</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 2,227.94</u>
	<u>Clerical</u>	<u>10</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 241.20</u>
					Total Labor	<u>\$ 12,275.10</u>
	Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 16,291.51</u>
	Transportation	<u>0</u>	miles	@	<u>\$ 0.55</u>	<u>\$ 0.00</u>
	Subsistence: Meals and Lodging					<u>\$ 0.00</u>
					SUB TOTAL	<u>\$ 28,566.61</u>
					(10% FIXED FEE FOR PROFIT)	<u>\$ 2,856.66</u>
					MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 31,423.27</u>

Maximum Engineering Cost for Phase II

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

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

Maximum Engineering Cost for Phase III

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

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$ 1,049,660.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

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

VII. Delays and Extension

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

VII. Termination or Abandonment:

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

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

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

IX. General Compliance With Laws

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

X. Subletting, Assignment, or Transfer

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

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

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

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

XII. ENGINEER'S Endorsement

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

XIII. Conditions Affecting Work:

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers,
officials and persons thereunto duly authorized; for the ENGINEER on the 3rd day of
January 2024 and the OWNER on the _____ day of _____

OWNER: **The City of Alexander City**

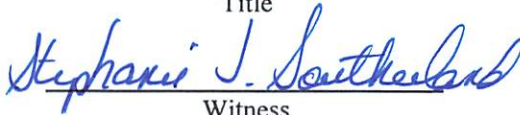
(Legal Name of Utility)



Signature

Mayor

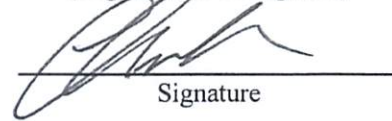
Title



Witness

ENGINEER: **Municipal Consultants, Inc.**

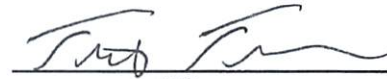
(Legal Name of Engineer)



Signature

President

Title



Witness

Certification of Consultant

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

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

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

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

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

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

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

1-3-24
Date


Signature

THE CITY OF ALEXANDER CITY

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

ALDOT #3 Agreement

#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 I Installation **	Linear Foot	160	1,000	160,000
8	Grout Fill of Existing 30" Pipe	Linear Foot	650	50	32,500
9	Bypass Pumping, Testing, Etc. for Connections	Each	1	50,000	50,000
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 I Installation	Linear Foot	140	200	28,000
6	Concrete For Force Main (Thrust Blocks)	Cubic Yard	20	300	6,000
7	Cut-In Connections To Existing Sewer System	Each	2	10,000	20,000
8	Grout Fill of Existing 10" Pipe	Linear Foot	200	25	5,000
9	Bypass Pumping, Testing, Etc. for Connections	Each	1	20,000	20,000
TOTAL					\$140,760

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

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

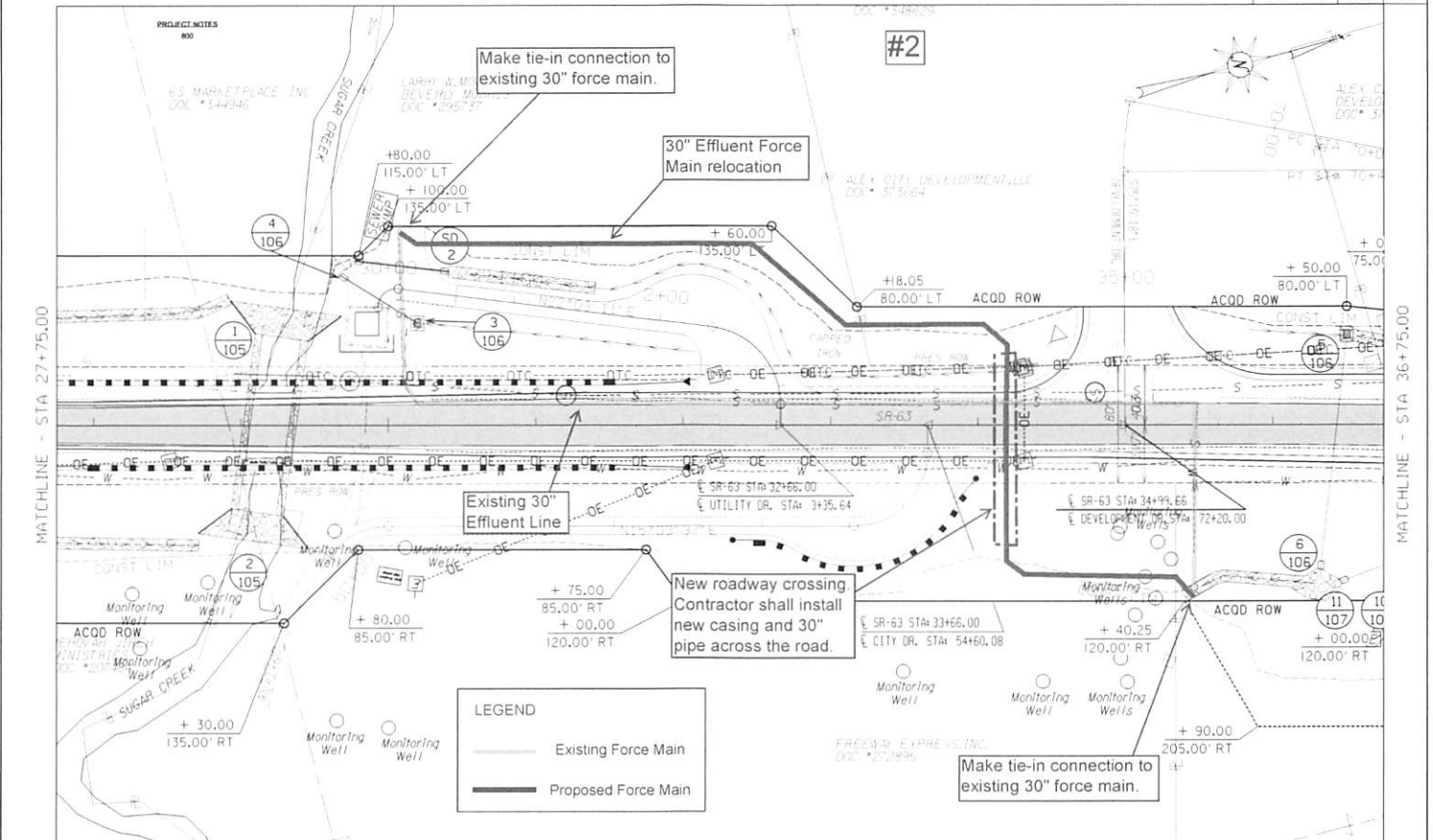
Phase II Engineering **\$61,916**

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

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

UTILITY PLAN SHEET

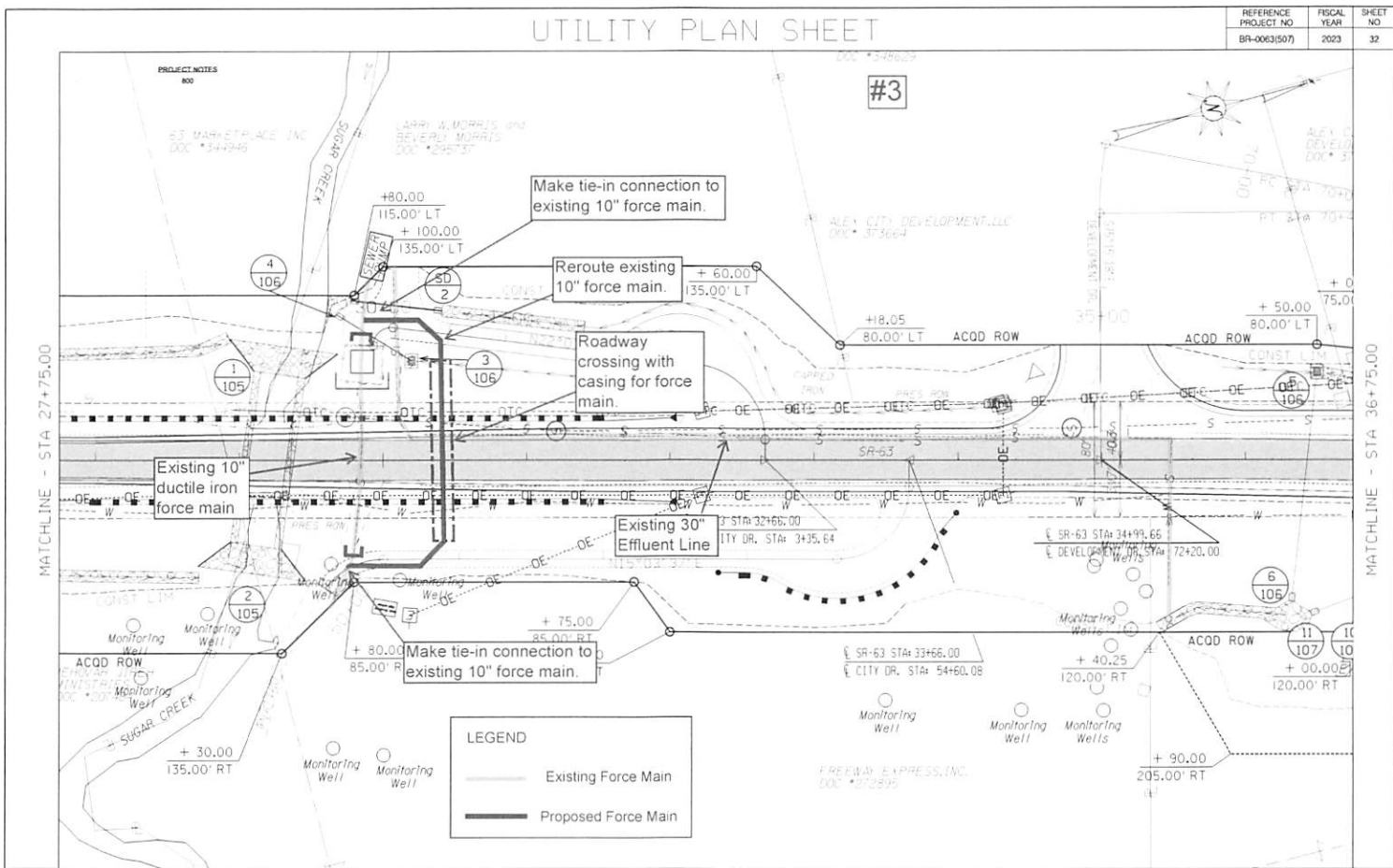
REFERENCE PROJECT NO BR-0063(507)	FISCAL YEAR 2023	SHEET NO 32
--------------------------------------	---------------------	----------------



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

UTILITY PLAN SHEET

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



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

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

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

WITNESSETH:

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

I. Description and scope of work:

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

Project No. BR-0063(S07) in Tallapoosa County, Alabama; said project being described on the plans as Bridge Replacement (BIN 014307) on SR-63 over Sugar Creek

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

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

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

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

II. Obligation of OWNER to ENGINEER:

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

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

III. Time of Beginning and Completion:

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

IV. Payments:

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

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

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

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

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

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I will not exceed: \$ 24,532.00 the maximum payment for Phase II will not exceed \$ 49,020.00 ; and the maximum payment for Phase III will not exceed: \$ 36,441.00 , for a total fee of: \$ 109,993.00

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

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

Maximum Engineering Cost for Phase I

Labor:	Engineer	<u>15</u>	hours	@	<u>\$ 81.44</u>	<u>\$ 1,221.60</u>
	Assistant Engineer	<u>65</u>	hours	@	<u>\$ 38.39</u>	<u>\$ 2,495.35</u>
	Rodman		hours	@		<u>\$ 0.00</u>
	Draftsman	<u>120</u>	hours	@	<u>\$ 31.24</u>	<u>\$ 3,748.80</u>
	Typist		hours	@		<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>32</u>	hours	@	<u>\$ 58.63</u>	<u>\$ 1,876.16</u>
	<u>Clerical</u>	<u>10</u>	hours	@	<u>\$ 24.12</u>	<u>\$ 241.20</u>
					Total Labor	<u>\$ 9,583.11</u>
	Overhead	<u>132.72%</u>	(including payroll additives)			<u>\$ 12,718.70</u>
	Transportation	<u>0</u>	miles	@	<u>\$ 0.55</u>	<u>\$ 0.00</u>
	Subsistence: Meals and Lodging					<u>\$ 0.00</u>
					SUB TOTAL	<u>\$ 22,301.81</u>
					(10% FIXED FEE FOR PROFIT)	<u>\$ 2,230.18</u>
					MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 24,531.99</u>

Maximum Engineering Cost for Phase II

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

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

Maximum Engineering Cost for Phase III

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

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$ 744,200.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

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

VII. Delays and Extension

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

VII. Termination or Abandonment:

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

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

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

IX. General Compliance With Laws

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

X. Subletting, Assignment, or Transfer

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

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

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

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

XII. ENGINEER'S Endorsement

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

XIII. Conditions Affecting Work:

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers,
officials and persons thereunto duly authorized; for the ENGINEER on the 3rd day of
January 2024 and the OWNER on the _____ day of _____

OWNER: The City of Alexander City
(Legal Name of Utility)
[Signature]
Signature
Mayor
Title
[Signature]
Witness

ENGINEER: Municipal Consultants, Inc.
(Legal Name of Engineer)
[Signature]
Signature
President
Title
[Signature]
Witness

Certification of Consultant

I hereby certify that I am the President and duly authorized Representative
(Title)
of the firm of Municipal Consultants, Inc. whose address is 200 Century Park South, Suite 212
Birmingham, AL 35226
City, State, Zip

- and that neither I nor the above firm I here represent has:
- (a) employed or retained for a commission, percentage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;
 - (b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) and fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

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

1-3-24
Date

[Signature]
Signature

THE CITY OF ALEXANDER CITY

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

ALDOT #2 Agreement

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

#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**

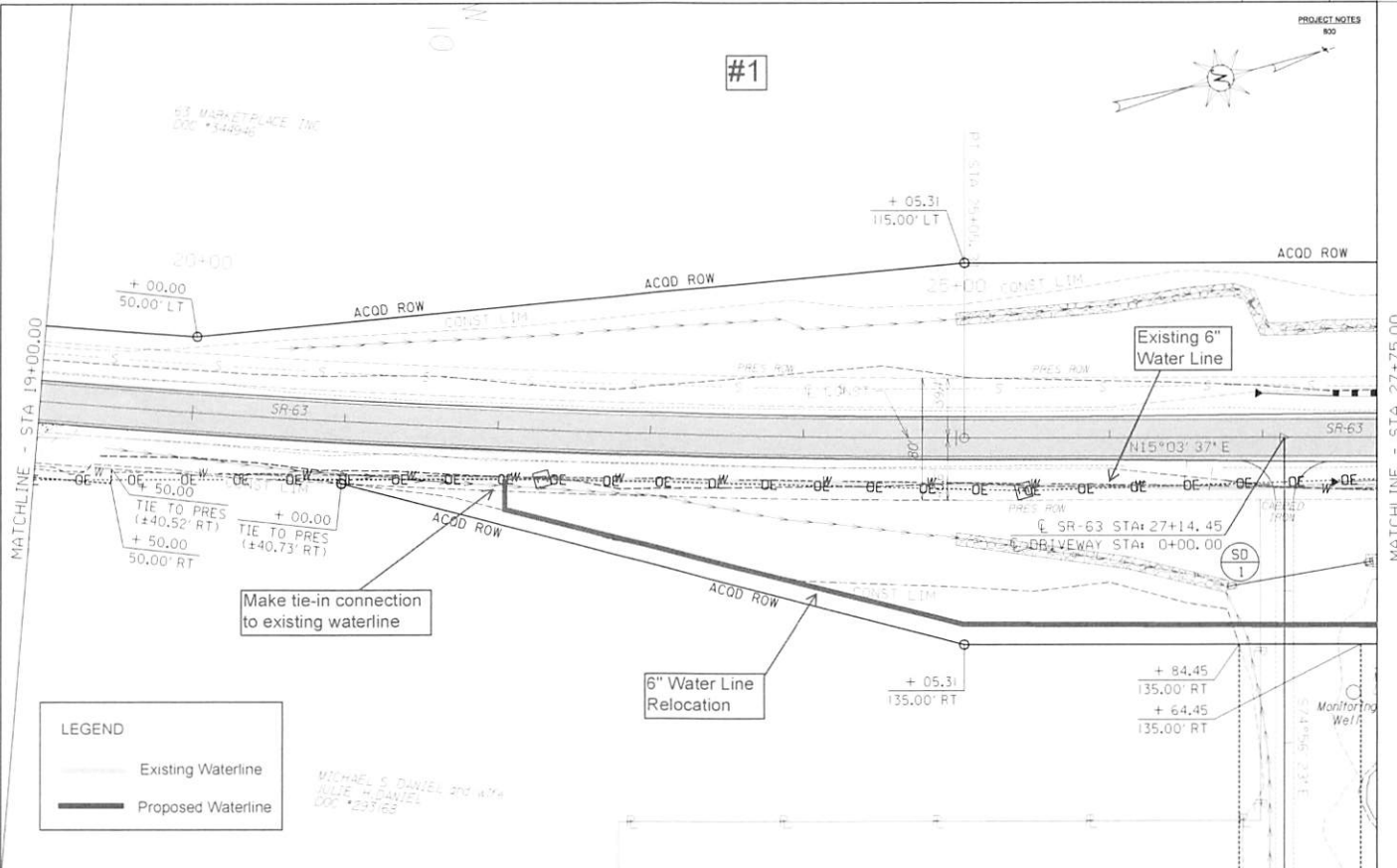
UTILITY PLAN SHEET

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

PROJECT NOTES
800



#1



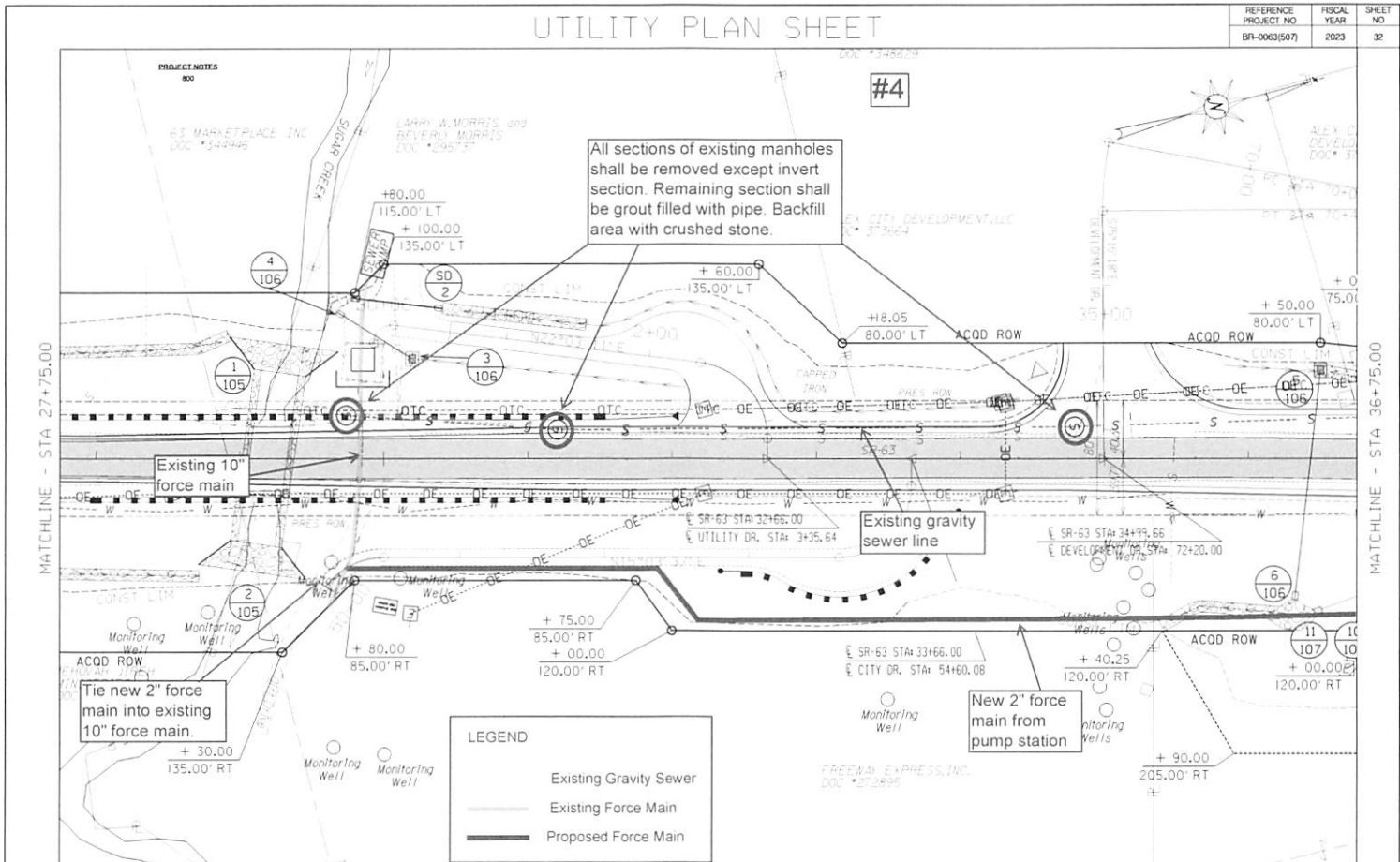
LEGEND	
	Existing Waterline
	Proposed Waterline

MICHAEL S. DANIEL 2ND CITY
JULIE H. DANIEL
DOT # 259763

RESPONSIBLE PE DATE	SUPERVISOR DATE	DESIGNER DATE	PLAN SUBMITTAL FBC	 ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	HORIZ 30 0 30 SCALE (FEET)	SHEET TITLE UTILITY PLAN SHEET	ROUTE SR-63
------------------------	--------------------	------------------	-----------------------	---	----------------------------	-----------------------------------	----------------

UTILITY PLAN SHEET

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



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

UTILITY PLAN SHEET

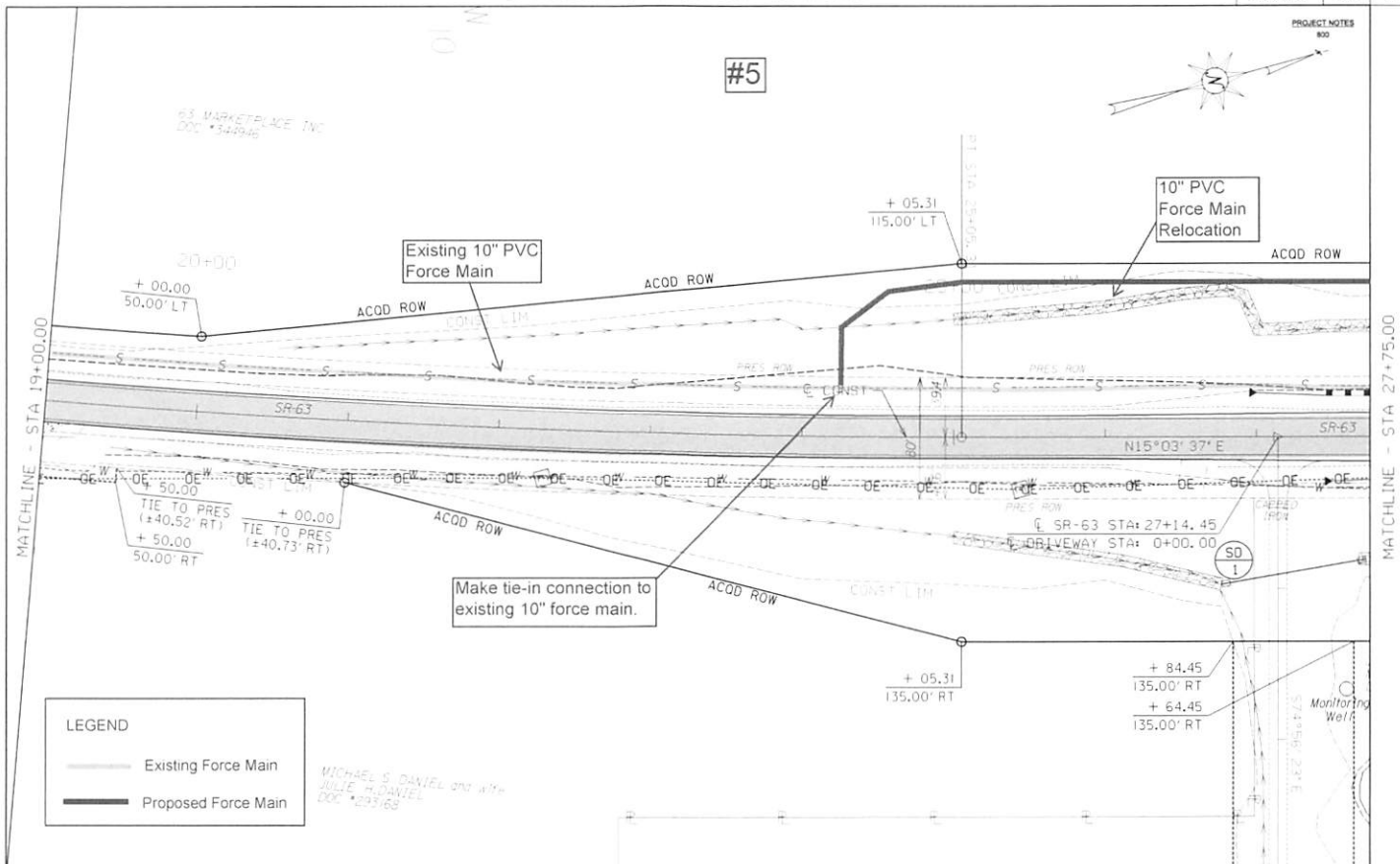
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BF-0063(507)	2023	31

PROJECT NOTES
800

#5



63 MARKETPLACE INC
DOC #348946



LEGEND

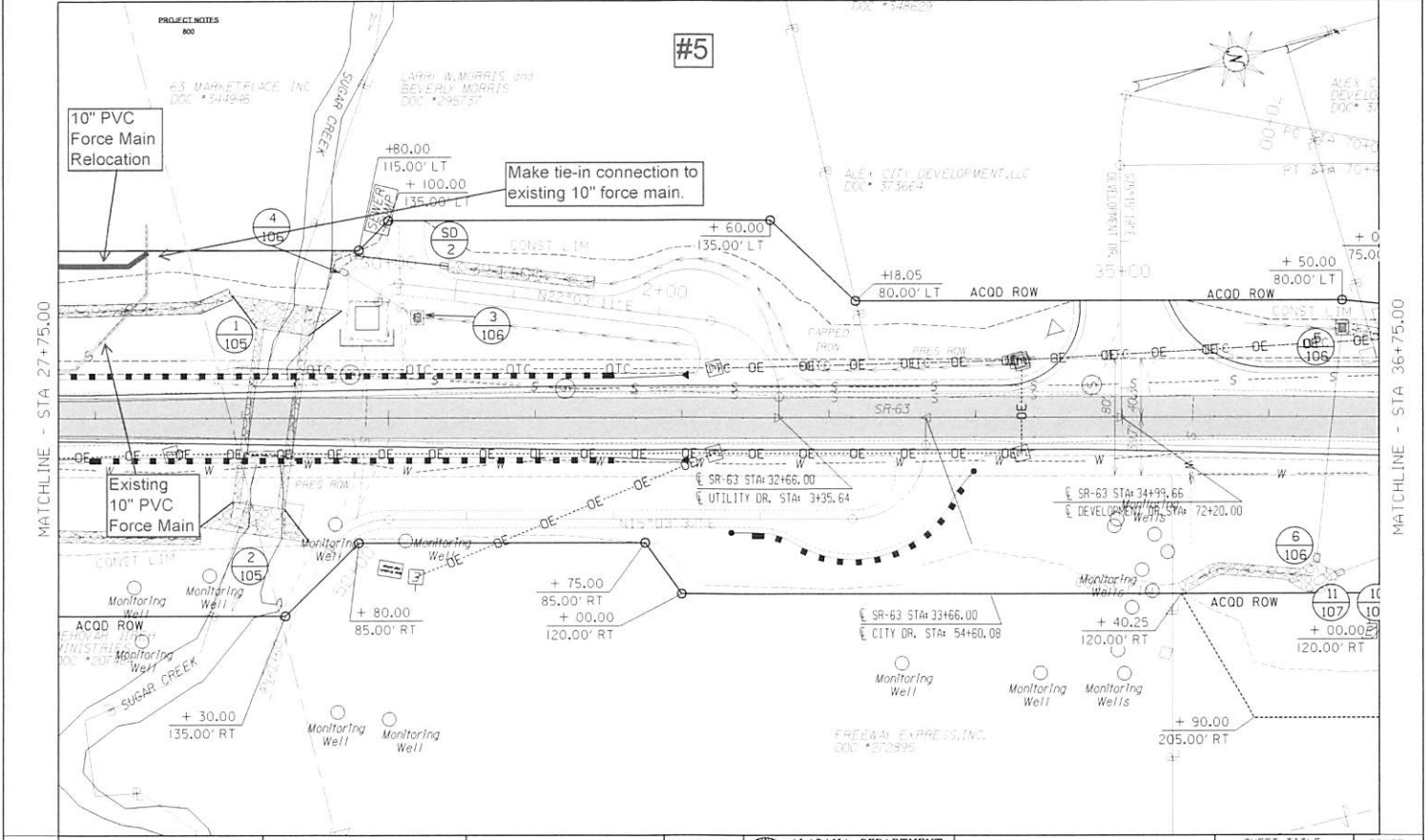
- Existing Force Main
- Proposed Force Main

MICHAEL S DANIEL and wife
JULIE M DANIEL
DOC #293168

RESPONSIBLE PE: DATE:	SUPERVISOR: DATE:	DESIGNER: DATE:	PLAN SUBMITTAL: FBC	<p>ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION</p>	<p>HORIZ 30 0 30</p> <p>SCALE (FEET)</p>	<p>SHEET TITLE UTILITY PLAN SHEET</p>	<p>ROUTE SR-63</p>
--------------------------	----------------------	--------------------	------------------------	---	--	---	------------------------

UTILITY PLAN SHEET

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



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

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

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

WITNESSETH:

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

I. Description and scope of work:

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

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

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

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

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

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

II. Obligation of OWNER to ENGINEER:

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

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

III. Time of Beginning and Completion:

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

IV. Payments:

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

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

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

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

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

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I will not exceed: \$ 3,936.00 the maximum payment for Phase II will not exceed \$ 7,016.00 ; and the maximum payment for Phase III will not exceed: \$ 6,809.00 , for a total fee of: \$ 17,761.00

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

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

Maximum Engineering Cost for Phase I

Labor:	Engineer	<u>2</u>	hours	@ <u>\$ 81.44</u>	<u>\$ 162.88</u>
	Assistant Engineer	<u>8</u>	hours	@ <u>\$ 38.39</u>	<u>\$ 307.12</u>
	Rodman		hours	@	<u>\$ 0.00</u>
	Draftsman	<u>27</u>	hours	@ <u>\$ 31.24</u>	<u>\$ 843.48</u>
	Typist		hours	@	<u>\$ 0.00</u>
	<u>Project Manager</u>	<u>3</u>	hours	@ <u>\$ 58.63</u>	<u>\$ 175.89</u>
	<u>Clerical</u>	<u>2</u>	hours	@ <u>\$ 24.12</u>	<u>\$ 48.24</u>
				Total Labor	<u>\$ 1,537.61</u>
	Overhead	<u>132.72%</u>	(including payroll additives)		<u>\$ 2,040.72</u>
	Transportation	<u>0</u>	miles	@ <u>\$ 0.55</u>	<u>\$ 0.00</u>
	Subsistence: Meals and Lodging				<u>\$ 0.00</u>
				SUB TOTAL	<u>\$ 3,578.33</u>
				(10% FIXED FEE FOR PROFIT)	<u>\$ 357.83</u>
				MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING	<u>\$ 3,936.16</u>

Maximum Engineering Cost for Phase II

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

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

Maximum Engineering Cost for Phase III

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

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$ 99,100.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

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

VII. Delays and Extension

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

VII. Termination or Abandonment:

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

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

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

IX. General Compliance With Laws

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

X. Subletting, Assignment, or Transfer

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

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

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

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

XII. ENGINEER'S Endorsement

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

XIII. Conditions Affecting Work:

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers,
officials and persons thereunto duly authorized; for the ENGINEER on the 10th day of
January 2024 and the OWNER on the _____ day of _____

OWNER: The City of Alexander City

ENGINEER: Municipal Consultants, Inc.

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Signature

Signature

Mayor

President

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Certification of Consultant

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

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

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

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

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

1-10-24

Date

FOR PUBLIC RELEASE

Signature

THE CITY OF ALEXANDER CITY

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

ALDOT #2 Agreement - Gas Relocations

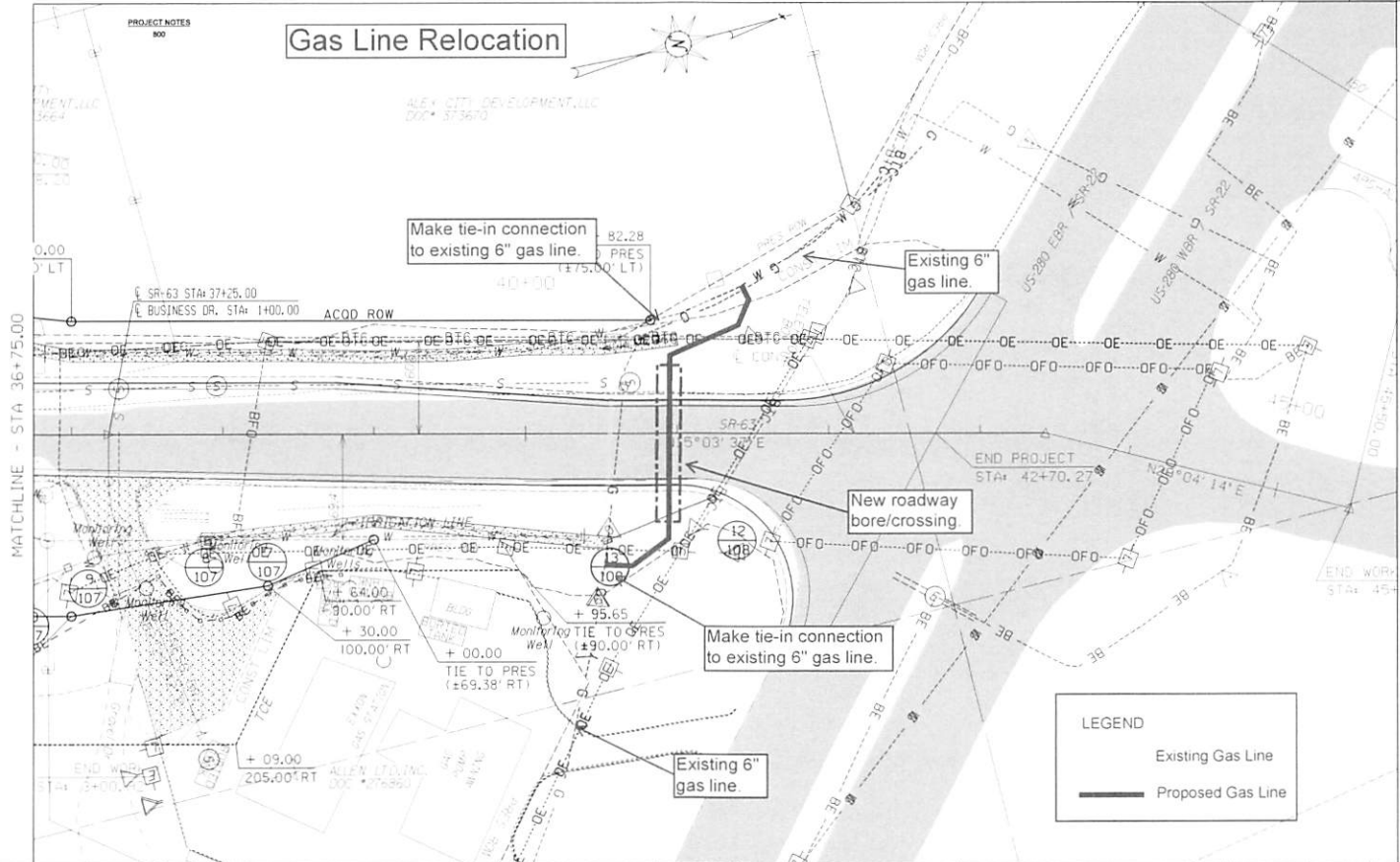
Relocation of 6" Gas Line on SR-63 at Sta 40+50					
Pay Item	Description	Unit	Quantity	Unit Price	Total
1	6-5/8" OD Steel Pipe Laid	Linear Foot	120	90	10,800
2	6-5/8" OD Steel Pipe in Crossing	Linear Foot	120	100	12,000
3	6" Valves	Each	4	1,200	4,800
4	6" Steel Fittings	Each	7	300	2,100
5	Roadway Bore/Crossing (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

UTILITY PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
BR-00631507	2023	33

Gas Line Relocation

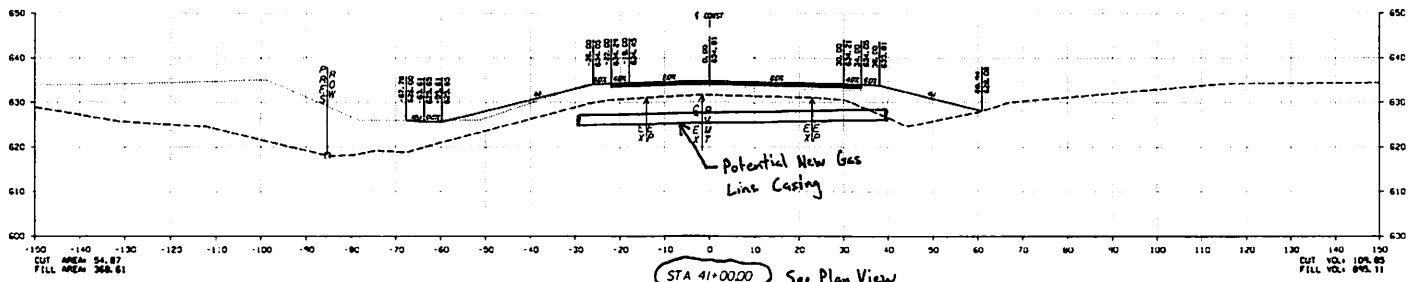


MATCHLINE - STA 36+75.00

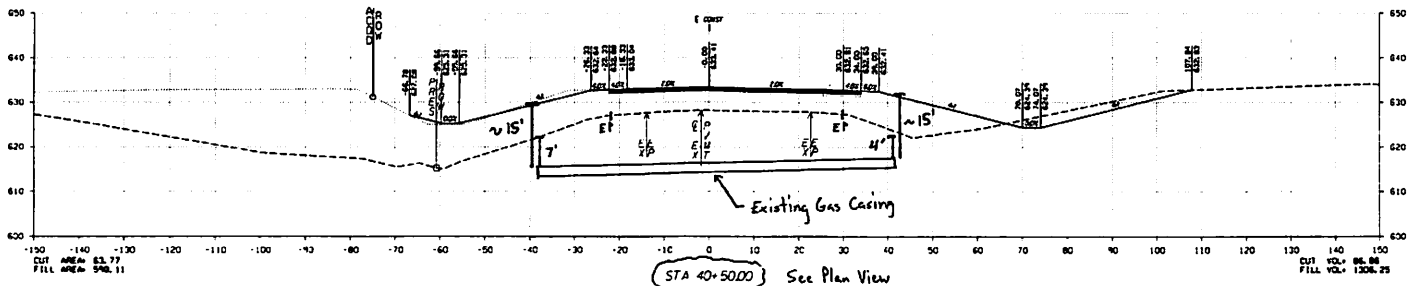
LEGEND	
	Existing Gas Line
	Proposed Gas Line

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

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
DF-0033507	2023	148



STA 41+00.00 See Plan View



STA 40+50.00 See Plan View

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET):	VERT SCALE (FEET):	SHEET TITLE:	ROUTE:
DATE:	DATE:	DATE:	FBC	EAST CENTRAL REGION	10 0 10	10 0 10	CROSS SECTIONS	SR-63